

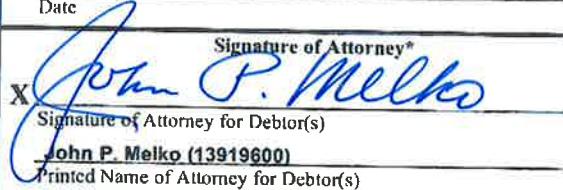
81 (Official Form 1)(04/13)

United States Bankruptcy Court Southern District of New York		Voluntary Petition																											
Name of Debtor (if individual, enter Last, First, Middle): <b>Global Maritime Investments Holdings Cyprus Limited</b>	Name of Joint Debtor (Spouse) (Last, First, Middle):																												
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):																												
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all)	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)																												
Street Address of Debtor (No. and Street, City, and State): <b>21 Whitefriars Street, London EC4Y 8JJ</b> <b>UNITED KINGDOM</b>	Street Address of Joint Debtor (No. and Street, City, and State):																												
ZIP Code	ZIP Code																												
County of Residence or of the Principal Place of Business:	County of Residence or of the Principal Place of Business:																												
Mailing Address of Debtor (if different from street address): <b>1 Costakis Pantelides, Nicosia 1010</b> <b>CYPRUS</b>	Mailing Address of Joint Debtor (if different from street address):																												
ZIP Code	ZIP Code																												
Location of Principal Assets of Business Debtor (if different from street address): <b>CYPRUS</b>																													
<b>Type of Debtor</b> (Form of Organization) (Check one box)		<b>Nature of Business</b> (Check one box)		<b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check one box)																									
<input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.) <i>Check this box and state type of entity below.</i>		<input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input type="checkbox"/> Other		<input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13																									
<b>Chapter 15 Debtors</b> Country of debtor's center of main interests: <i>Each country in which a foreign proceeding by, regarding, or against debtor is pending.</i>		<b>Tax-Exempt Entity</b> (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).		<b>Nature of Debts</b> (Check one box) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.																									
<b>Filing Fee</b> (Check one box)		Check one box: <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		<b>Chapter 11 Debtors</b> Check if: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).																									
<b>Statistical/Administrative Information</b> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors.</li> <li><input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.</li> </ul>				THIS SPACE IS FOR COURT USE ONLY																									
<b>Estimated Number of Creditors</b> <table border="1" style="width: 100%; text-align: center;"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>1- 49</td> <td>50- 99</td> <td>100- 199</td> <td>200- 999</td> <td>1,000- 5,000</td> <td>5,001- 10,000</td> <td>10,001- 25,000</td> <td>25,001- 50,000</td> <td>50,001- 100,000</td> <td>OVER 100,000</td> <td colspan="2"></td> </tr> </table>				<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1- 49	50- 99	100- 199	200- 999	1,000- 5,000	5,001- 10,000	10,001- 25,000	25,001- 50,000	50,001- 100,000	OVER 100,000				
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																		
1- 49	50- 99	100- 199	200- 999	1,000- 5,000	5,001- 10,000	10,001- 25,000	25,001- 50,000	50,001- 100,000	OVER 100,000																				
<b>Estimated Assets</b> <table border="1" style="width: 100%; text-align: center;"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>\$0 to \$50,000</td> <td>\$50,001 to \$100,000</td> <td>\$100,001 to \$500,000</td> <td>\$500,001 to \$1 million</td> <td>\$1,000,001 to \$10 million</td> <td>\$10,000,001 to \$50 million</td> <td>\$50,000,001 to \$100 million</td> <td>\$100,000,001 to \$500 million</td> <td>\$500,000,001 to \$1 billion</td> <td>More than \$1 billion</td> <td colspan="2"></td> </tr> </table>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion									
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																		
\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion																				
<b>Estimated Liabilities</b> <table border="1" style="width: 100%; text-align: center;"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>\$0 to \$50,000</td> <td>\$50,001 to \$100,000</td> <td>\$100,001 to \$500,000</td> <td>\$500,001 to \$1 million</td> <td>\$1,000,001 to \$10 million</td> <td>\$10,000,001 to \$50 million</td> <td>\$50,000,001 to \$100 million</td> <td>\$100,000,001 to \$500 million</td> <td>\$500,000,001 to \$1 billion</td> <td>More than \$1 billion</td> <td colspan="2"></td> </tr> </table>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion									
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																			
\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion																				

<b>BT (Official Form 1)(04/13)</b> <b>Voluntary Petition</b> <i>(This page must be completed and filed in every case)</i>		
<b>Name of Debtor(s):</b> <b>Global Maritime Investments Holdings Cyprus Limited</b>		
<b>All Prior Bankruptcy Cases Filed Within Last 8 Years</b> (If more than two, attach additional sheet)		
Location Where Filed: <b>- None -</b>	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:
<b>Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor</b> (If more than one, attach additional sheet)		
Name of Debtor: <b>See Rider 1</b>	Case Number:	Date Filed:
District: <b>Southern District of New York</b>	Relationship:	Judge:
<b>Exhibit A</b> (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.) <input type="checkbox"/> Exhibit A is attached and made a part of this petition.		
<b>Exhibit B</b> (To be completed if debtor is an individual whose debts are primarily consumer debts.) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).		
<b>X</b> Signature of Attorney for Debtor(s) (Date)		
<b>Exhibit C</b> Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety? <input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No.		
<b>Exhibit D</b> (To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.) <input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition. If this is a joint petition: <input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.		
<b>Information Regarding the Debtor - Venue</b> (Check any applicable box)		
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District. <input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.		
<b>Certification by a Debtor Who Resides as a Tenant of Residential Property</b> (Check all applicable boxes)		
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)  (Name of landlord that obtained judgment)  (Address of landlord)		
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and <input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition. <input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).		

81 (Official Form 1)(04/13)

Page 3

<b>Voluntary Petition</b> <i>(This page must be completed and filed in every case)</i>		<b>Name of Debtor(s):</b> <b>Global Maritime Investments Holdings Cyprus Limited</b>
<b>Signatures</b>		
<b>Signature(s) of Debtor(s) (Individual/Joint)</b> <p>I declare under penalty of perjury that the information provided in this petition is true and correct.    [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.    [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).</p> <p>I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p>		<b>Signature of a Foreign Representative</b> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.    (Check only one box.)</p> <p><input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.</p> <p><input type="checkbox"/> Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.</p>
<b>X</b>  <b>Signature of Debtor</b>	<b>X</b>  <b>Signature of Foreign Representative</b>	
<b>X</b>  <b>Signature of Joint Debtor</b>	<b>Printed Name of Foreign Representative</b> <hr/>	
<b>Telephone Number (If not represented by attorney)</b> <hr/>	<b>Date</b> <hr/>	
<b>Date</b> <hr/>	<b>Signature of Non-Attorney Bankruptcy Petition Preparer</b> <p>I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.</p>	
<b>Signature of Attorney*</b>  <b>Signature of Attorney for Debtor(s)</b> <b>John P. Melko (13919600)</b> <b>Printed Name of Attorney for Debtor(s)</b> <b>GARDERE WYNNE SEWELL LLP</b> <b>Firm Name</b> <b>1000 Louisiana, Suite 3400</b> <b>Houston, TX 77002-5011</b>	<b>Printed Name and title, if any, of Bankruptcy Petition Preparer</b> <hr/>	
<b>Address</b> <hr/>	<b>Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)(Required by 11 U.S.C. § 110.)</b> <hr/>	
<b>713-276-5500 Fax: 713-276-5555</b> <b>Telephone Number</b> <b>September 15, 2015</b> <b>Date</b> <p>*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.</p>	<b>Address</b> <hr/>	
<b>Signature of Debtor (Corporation/Partnership)</b> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.</p> <p>The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p>	<b>Date</b> <p>Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.</p> <p>Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.</p>	
<b>X</b>  <b>Signature of Authorized Individual</b> <b>Justin Knowles</b> <b>Printed Name of Authorized Individual</b> <b>Chief Restructuring Officer</b> <b>Title of Authorized Individual</b> <b>September 15, 2015</b> <b>Date</b>	<p>If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.</p> <p>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. §110; 18 U.S.C. §156.</p>	

## RIDER 1

### Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in this Court for relief under Chapter 11 of Title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the Chapter 11 case of GMI USA Management, Inc.

1. GMI USA Management, Inc.
2. Global Maritime Investments Cyprus Limited
3. Global Maritime Investments Holdings Cyprus Limited
4. Global Maritime Investments Vessel Holdings PTE Limited
5. GMI Resources (Singapore) PTE Limited

United States Bankruptcy Court  
Southern District of New York

In re Global Maritime Investments Holdings Cyprus Limited Case No. \_\_\_\_\_  
Debtor Chapter 11

**LIST OF EQUITY SECURITY HOLDERS**

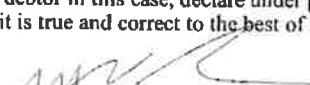
Following is the list of the Debtor's equity security holders which is prepared in accordance with Rule 1007(a)(3) for filing in this chapter 11 case.

Name and last known address or place of business of holder	Security Class	Number of Securities	Kind of Interest
<b>Activity SA</b> <b>PANAMA</b>		<b>10%</b>	
<b>Francolin Limited</b> <b>Ugland House</b> <b>Grand Cayman KY1-1104</b> <b>CAYMAN ISLANDS</b>		<b>48%</b>	
<b>GMI Ventures LLP</b> <b>UNITED KINGDOM</b>		<b>42%</b>	

**DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP**

I, the Chief Restructuring Officer of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

Date September 15, 2015

Signature   
**Justin Knowles**  
Chief Restructuring Officer

*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
18 U.S.C §§ 152 and 3571.

0 continuation sheets attached to List of Equity Security Holders

**GMI USA MANAGEMENT, INC.**

**Resolutions by Written Consent of the Board of Directors**

September 15, 2015

**WHEREAS**, the members of the board of directors (the “**Board**”) of **GMI USA Management, Inc.** (the “Company”), acting by written consent without a meeting pursuant to Section 708(b) of the New York Business Corporation Law, **DO HEREBY ADOPT** the resolutions hereinafter set forth as the action of the Board by written consent as of the date set forth above, and **DO HEREBY DIRECT** that these resolutions be filed in the minutes of meetings of the Board for the Company:

**WHEREAS**, the Board previously reviewed the materials presented by the management and the advisors of the Company regarding the liabilities and liquidity situation of the Company, the strategic alternatives available to the Company, and the impact of the foregoing on the Company’s business, creditors, and other parties in interest; and

**WHEREAS**, the Board deems it to be in the best interest of the Company to (i) file or cause to be filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York or other United States Bankruptcy Court (the “Bankruptcy Court”), (ii) retain Gardere Wynne Sewell LLP as bankruptcy counsel and AMA Capital Partners as financial advisor, and (iii) appoint Mr. Justin Knowles as Chief Restructuring Officer.

**Authorization to File Voluntary Petition for Relieve Under Chapter 11**

**RESOLVED**, that in the judgment of the Board, it is desirable and in the best interests of the Company and other interested parties that the Company file a petition for relief and commence a case (the “Chapter 11 Case”) under the provisions of Chapter 11 of Title 11 in the United States Bankruptcy Court for the Southern District of New York or other United States Bankruptcy Court (the “Bankruptcy Court”).

**FURTHER RESOLVED**, that any director or officer of the Company and each other person designated by Board (each such officer or person being an “Authorized Representative” and all being the “Authorized Representatives”) and any of them be, and hereby is authorized and empowered to determine when to commence the Chapter 11 Case;

**FURTHER RESOLVED**, that each of the officers of the Company and each Authorized Representative hereby is authorized and empowered, in the name and on behalf of the Company, to execute and verify a petition to commence the Chapter 11 Case in the Bankruptcy Court;

**FURTHER RESOLVED**, that each of the Authorized Representatives and any of them be, and hereby is, authorized and directed to retain, in the name and on behalf of the Company, (1) the law firm of Gardere Wynne Sewell LLP to render legal services to, and to represent the Company in, and in connection with, the Chapter 11 Case or any other case under the Bankruptcy Code, and any other related matter in connection therewith, and (2) AMA Capital Partners as financial advisor, on such terms as such Authorized Representatives shall approve, such approval to be evidenced by their retention of such firm;

**FURTHER RESOLVED**, that each of the Authorized Representatives and any of them be, and hereby is, authorized and empowered in the name and on behalf of the Company to execute and file all petitions, statements, schedules, motions, lists, applications, pleadings, plans and other papers in the Chapter 11 Case and, in connection therewith, to employ, retain and obtain assistance from other legal counsel, accountants, financial advisors or other professionals or advisors which they deem necessary, proper or desirable in connection with the Chapter 11 Case;

**FURTHER RESOLVED**, that each of the Authorized Representatives and any of them be, and hereby is, authorized and empowered, in the name and on behalf of the Company, to negotiate, execute, deliver, certify, file and/or record and perform (or to cause the negotiation, execution, delivery, certification, filing and/or recordation and performance on behalf of the Company of) such agreements, instruments, motions, affidavits, applications for approvals or rulings of governmental or regulatory authorities, certificates or other documents, and any amendments or supplements thereto, and to take such other action, pay all fees and expenses, and do or cause to be done all such further acts and things as in the discretion of such Authorized Representative appear to be or become necessary, proper or desirable in connection with the Chapter 11 Case or the other matters contemplated by these resolutions; to wind-down operations; to collect assets; to determine and satisfy claims; to effectuate any changes to organizational form, structure, and ownership consistent with the foregoing resolutions; and to carry out and put into effect the purposes of the foregoing resolutions and the actions contemplated by these resolutions; the authority of any of the Authorized Representatives with respect thereto to be evidenced by the taking of such action; and further

**FURTHER RESOLVED**, that any and all past actions heretofore taken by any Authorized Representative, the Board or the officers in the name, or on behalf, of the Company in furtherance of any of the actions authorized or contemplated by any or all of the preceding resolutions be, and the same hereby are, ratified, confirmed and approved.

**Authorization to Appoint Chief Restructuring Officer**

**RESOLVED**, that the Company is hereby authorized, empowered, and directed to appoint Mr. Justin Knowles as Chief Restructuring Officer, to serve in such capacity until such time as his successor is appointed or until his earlier resignation or removal.

**FURTHER RESOLVED**, that each Authorized Person is hereby authorized, empowered, and directed to engage Mr. Justin Knowles as Chief Restructuring Officer on such terms and to pay a retainer in such amount as such Authorized Person shall deem necessary, desirable, or appropriate.

**FURTHER RESOLVED**, that, upon his engagement as Chief Restructuring Officer, Mr. Justin Knowles shall be deemed an Authorized Person for the Company.

**Authorization for Post-Petition Financing**

**FURTHER RESOLVED**, that the form, terms, and provisions of the proposed Post-Petition Financing Agreement (the "Financing Agreement"), by and among the Companies, as borrowers, and Francolin, as lender (the "Lender"), the proposed Security Agreement, the proposed Joint and Several Promissory Note, and the other proposed Financing Documents (as defined in the Financing Agreement), with respect to a debtor-in-possession, super-priority term loan in an aggregate principal amount of up to \$2.0 million, be, and hereby are, authorized, adopted, and approved in all respects, together with such changes therein as any Authorized Person shall deem necessary, desirable, or appropriate, the execution thereof by any Authorized Person to be conclusive evidence of such approval.

**FURTHER RESOLVED**, that each Authorized Person is hereby authorized, empowered, and directed to execute and deliver the Financing Agreement and each other Financing Document to which the Company is a party, together with such changes therein as any Authorized Person shall deem necessary, desirable, or appropriate, the execution thereof by any Authorized Person to be conclusive evidence of such approval.

**FURTHER RESOLVED**, that in accordance with the terms and conditions of the Financing Agreement, the Company, as debtor and debtor in possession under the Bankruptcy Code, be, and hereby is, upon approval of the Bankruptcy Court, authorized to (i) borrow from the Lender such amounts as may be available to it under the Financing Agreement, (ii) incur indemnification and all other obligations to the Lender under the Financing Documents, and (iii) undertake all other transactions contemplated by the Financing Documents (collectively, the "Financing Transactions"), including the granting of liens on all of its assets to secure such obligations.

**FURTHER RESOLVED**, that Holdings and its subsidiaries will obtain benefits from the incurrence of the obligations and the consummation of the transactions contemplated by the Financing Documents, all of which are necessary and appropriate to the orderly liquidation of the business of Holdings and its subsidiaries.

**FURTHER RESOLVED**, that each Authorized Person is hereby authorized and empowered, in the name of and on behalf of the Company, to take

such actions as deemed necessary, desirable, or appropriate by such Authorized Person to execute, deliver, and/or file, as applicable, (a) such agreements, certificates, instruments, notices, assignments, and documents, including, without limitation, any amendments, supplements, modifications, and extensions to any Financing Documents, as deemed necessary, desirable, or appropriate by such Authorized Person to facilitate the Financing Transactions or as requested by the Lender; (b) all related motions, papers, or pleadings, as deemed necessary, desirable, or appropriate by such Authorized Person to facilitate the Financing Transactions or as requested by the Lender; and (c) such account control agreements, officer's certificates, and compliance certificates as required by the Financing Documents or as requested by the Lender.

**FURTHER RESOLVED**, that each Authorized Person is hereby authorized and empowered, in the name of and on behalf of the Company, to file or to authorize the Lender to file any Uniform Commercial Code ("UCC") financing statements, any other equivalent filings, any intellectual property filings and recordations, and any assignments for security or other documents in the name of the Company that the Lender deems necessary or convenient to perfect any lien or security interest granted under the Financing Documents, including any such UCC financing statement containing a generic description of collateral, such as "all assets," "all property now or hereafter acquired," and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of the Company, in each case as the Lender may request to perfect the security interests of the Lender under the Financing Documents.

**FURTHER RESOLVED**, that each Authorized Person is hereby authorized and empowered, in the name of and on behalf of the Company, to take all other actions under applicable law, including the law of Cypress, Singapore, or other relevant jurisdiction, that the Lender deems necessary or convenient to perfect any lien or security interest granted under the Financing Documents, including to record or register such lien or security interest as a registrable charge at the Registrar of Companies in Cypress or other applicable registries of other applicable jurisdictions.

**FURTHER RESOLVED**, that each Authorized Person is hereby authorized and empowered, in the name of and on behalf of the Company, to take all such further actions to fully carry out the intent of the foregoing resolutions, including, without limitation, to pay or approve the payment of all indemnification obligations, fees, and expenses payable in accordance with the Financing Documents and all other fees and expenses incurred by or on behalf of the Company as deemed necessary, desirable, or appropriate by such Authorized Person to perform the Company's obligations under or in connection with the Financing Documents or the Financing Transactions.

**FURTHER RESOLVED**, that to the extent that the approval of Holdings, in its capacity as shareholder, is sought or required by any subsidiaries of Holdings in order to approve matters pertinent to the foregoing resolutions, such approval is hereby granted; and each Authorized Person is hereby authorized and empowered to represent Holdings and vote or consent to such matters on its behalf, with full authority to sign any relevant document to effectuate such approval, including any minutes of meetings; and any such documents executed by such Authorized Person, in the name of and on behalf of Holdings as shareholder, shall be deemed ratified by the Board without any further action required.

**General Authority**

**FURTHER RESOLVED**, that, in addition to the specific authorizations previously conferred upon each Authorized Person herein, each Authorized Person is hereby authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken any and all such further actions, execute and deliver any and all such agreements, pleadings, and other documents or papers, and pay all expenses, in each case as such Authorized Person determines to be necessary, desirable, or appropriate to fully carry out the intent and accomplish the purpose of the resolutions adopted herein.

**FURTHER RESOLVED**, that the omission from these resolutions of any agreement, document, or other arrangement contemplated by any of the agreements, documents, or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any agreement, document, or instrument described in the foregoing resolutions shall in no manner derogate from the authority of any Authorized Person to take all actions necessary, desirable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions.

**FURTHER RESOLVED**, that all acts and things previously done by any directors or officers of the Company, on or prior to the date hereof, in the name and on behalf of the Company, in connection with the transactions contemplated by the foregoing resolutions are in all respects ratified, approved, confirmed and adopted as acts and deeds by and on behalf of the Company.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned directors have executed this written consent, which may be executed in multiple counterparts, as of the date first written above.

in Athens, Greece



Panagiotis Kontos  
Director

in Boston, Massachusetts



Kathryn Ilene Murtagh  
Director

[Signature Page to Written Consent]

52668911\_3

Gandere01 - 7049894v.1

**GLOBAL MARITIME INVESTMENTS HOLDINGS CYPRUS LIMITED  
("HOLDINGS")**

**Resolutions by Written Consent of the Board of Directors**

September 15, 2015

**WHEREAS**, the members of the board of directors of Holdings (the "Board") **DO HEREBY ADOPT** the resolutions hereinafter set forth as the action of the Board by written consent as of the date set forth above, and **DO HEREBY DIRECT** that these resolutions be filed in the minutes of meetings of the Board for Holdings:

**WHEREAS**, the Board previously reviewed the materials presented by the management and the advisors of Holdings regarding the liabilities and liquidity situation of Holdings and its subsidiaries, the strategic alternatives available to them, and the impact of the foregoing on their businesses, creditors, and other parties in interest; and at a meeting on September 2, 2015, authorized Holdings and its subsidiaries, GMI USA Management, Inc., Global Maritime Investments Vessel Holdings Pte. Limited, Global Maritime Investments Cyprus Limited, and Global Maritime Investments Resources (Singapore) Pte. Limited (collectively, including Holdings, the "Companies") (but excluding GMI Panamax Pool Limited) to (i) file or cause to be filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York or other United States Bankruptcy Court (the "Bankruptcy Court"), (ii) retain Gardere Wynne Sewell LLP as bankruptcy counsel and AMA Capital Partners as financial advisor, and (iii) appoint Mr. Bote de Vries as Chief Restructuring Officer.

**WHEREAS**, Mr. Bote de Vries has declined to be engaged as Chief Restructuring Officer.

**Authorization to Appoint Chief Restructuring Officer**

**RESOLVED**, that each Company is hereby authorized, empowered, and directed to appoint Mr. Justin Knowles as Chief Restructuring Officer, to serve in such capacity until such time as his successor is appointed or until his earlier resignation or removal.

**FURTHER RESOLVED**, that any director or officer of each Company, acting for, on behalf of, and in the name of such Company (each, an "Authorized Person" and collectively, the "Authorized Persons") is hereby authorized, empowered, and directed to engage Mr. Justin Knowles as Chief Restructuring Officer on such terms and to pay a retainer in such amount as such Authorized Person shall deem necessary, desirable, or appropriate.



**FURTHER RESOLVED**, that, upon his engagement as Chief Restructuring Officer, Mr. Justin Knowles shall be deemed an Authorized Person for each Company.

**FURTHER RESOLVED**, that the resolution of the Board made on September 2, 2015, authorizing and directing the appointment of Mr. Bote De Vries as Chief Restructuring Officer, is hereby rescinded for all purposes.

**Authorization for Post-Petition Financing**

**FURTHER RESOLVED**, that the form, terms, and provisions of the proposed Post-Petition Financing Agreement (the "Financing Agreement"), by and among the Companies, as borrowers, and Francolin, as lender (the "Lender"), the proposed Security Agreement, the proposed Joint and Several Promissory Note, and the other proposed Financing Documents (as defined in the Financing Agreement), with respect to a debtor-in-possession, super-priority term loan in an aggregate principal amount of up to \$2.0 million, be, and hereby are, authorized, adopted, and approved in all respects, together with such changes therein as any Authorized Person shall deem necessary, desirable, or appropriate, the execution thereof by any Authorized Person to be conclusive evidence of such approval.

**FURTHER RESOLVED**, that each Authorized Person is hereby authorized, empowered, and directed to execute and deliver the Financing Agreement and each other Financing Document to which each Company is a party, together with such changes therein as any Authorized Person shall deem necessary, desirable, or appropriate, the execution thereof by any Authorized Person to be conclusive evidence of such approval.

**FURTHER RESOLVED**, that in accordance with the terms and conditions of the Financing Agreement, each Company, as debtor and debtor in possession under the Bankruptcy Code, be, and hereby is, upon approval of the Bankruptcy Court, authorized to (i) borrow from the Lender such amounts as may be available to it under the Financing Agreement, (ii) incur indemnification and all other obligations to the Lender under the Financing Documents, and (iii) undertake all other transactions contemplated by the Financing Documents (collectively, the "Financing Transactions"), including the granting of liens on all of its assets to secure such obligations.

**FURTHER RESOLVED**, that Holdings and its subsidiaries will obtain benefits from the incurrence of the obligations and the consummation of the transactions contemplated by the Financing Documents, all of which are necessary and appropriate to the orderly liquidation of the business of Holdings and its subsidiaries.

**FURTHER RESOLVED**, that each Authorized Person is hereby authorized and empowered, in the name of and on behalf of each Company, to take such actions as deemed necessary, desirable, or appropriate by such



Authorized Person to execute, deliver, and/or file, as applicable, (a) such agreements, certificates, instruments, notices, assignments, and documents, including, without limitation, any amendments, supplements, modifications, and extensions to any Financing Documents, as deemed necessary, desirable, or appropriate by such Authorized Person to facilitate the Financing Transactions or as requested by the Lender; (b) all related motions, papers, or pleadings, as deemed necessary, desirable, or appropriate by such Authorized Person to facilitate the Financing Transactions or as requested by the Lender; and (c) such account control agreements, officer's certificates, and compliance certificates as required by the Financing Documents or as requested by the Lender.

**FURTHER RESOLVED**, that each Authorized Person is hereby authorized and empowered, in the name of and on behalf of each Company, to file or to authorize the Lender to file any Uniform Commercial Code ("UCC") financing statements, any other equivalent filings, any intellectual property filings and recordations, and any assignments for security or other documents in the name of such Company that the Lender deems necessary or convenient to perfect any lien or security interest granted under the Financing Documents, including any such UCC financing statement containing a generic description of collateral, such as "all assets," "all property now or hereafter acquired," and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Company, in each case as the Lender may request to perfect the security interests of the Lender under the Financing Documents.

**FURTHER RESOLVED**, that each Authorized Person is hereby authorized and empowered, in the name of and on behalf of each Company, to take all other actions under applicable law, including the law of Cypress, Singapore, or other relevant jurisdiction, that the Lender deems necessary or convenient to perfect any lien or security interest granted under the Financing Documents, including to record or register such lien or security interest as a registrable charge at the Registrar of Companies in Cypress or other applicable registries of other applicable jurisdictions.

**FURTHER RESOLVED**, that each Authorized Person is hereby authorized and empowered, in the name of and on behalf of each Company, to take all such further actions to fully carry out the intent of the foregoing resolutions, including, without limitation, to pay or approve the payment of all indemnification obligations, fees, and expenses payable in accordance with the Financing Documents and all other fees and expenses incurred by or on behalf of such Company as deemed necessary, desirable, or appropriate by such Authorized Person to perform such Company's obligations under or in connection with the Financing Documents or the Financing Transactions.

**FURTHER RESOLVED**, that to the extent that the approval of Holdings, in its capacity as shareholder, is sought or required by any subsidiaries of Holdings in order to approve matters pertinent to the foregoing resolutions,



such approval is hereby granted; and each Authorized Person is hereby authorized and empowered to represent Holdings and vote or consent to such matters on its behalf, with full authority to sign any relevant document to effectuate such approval, including any minutes of meetings; and any such documents executed by such Authorized Person, in the name of and on behalf of Holdings as shareholder, shall be deemed ratified by the Board without any further action required.

**Establishment of US Subsidiary**

**RESOLVED**, that the Board of Directors deems it to be in the best interest of the Company that the Company form GMI USA Management, Inc. ("GMI"), a corporation, pursuant to the laws of the State of New York and that GMI will be a wholly owned subsidiary of the Company;

**RESOLVED**, that the officers of the Company be, and hereby are, authorized, empowered and directed to do all things and acts, to execute and deliver all instruments, documents and certificates and to pay all costs, fees and taxes as may be, in such officer's sole judgment, necessary, proper or advisable in connection with the formation of GMI and in order to carry out and comply with the purposes and intent of the foregoing resolutions; and that all of the acts or deeds of the officers pursuant to the foregoing be and hereby are, in all respects, approved, confirmed, ratified and adopted as the acts and deeds of the Company.

**General Authority**

**FURTHER RESOLVED**, that, in addition to the specific authorizations previously conferred upon each Authorized Person herein, each Authorized Person is hereby authorized and empowered, in the name of and on behalf of each Company, to take or cause to be taken any and all such further actions, execute and deliver any and all such agreements, pleadings, and other documents or papers, and pay all expenses, in each case as such Authorized Person determines to be necessary, desirable, or appropriate to fully carry out the intent and accomplish the purpose of the resolutions adopted herein.

**FURTHER RESOLVED**, that the omission from these resolutions of any agreement, document, or other arrangement contemplated by any of the agreements, documents, or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any agreement, document, or instrument described in the foregoing resolutions shall in no manner derogate from the authority of any Authorized Person to take all actions necessary, desirable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions.

**FURTHER RESOLVED**, that all acts and things previously done by any directors or officers of each Company, on or prior to the date hereof, in the name



and on behalf of such Company, in connection with the transactions contemplated by the foregoing resolutions are in all respects ratified, approved, confirmed and adopted as acts and deeds by and on behalf of such Company.

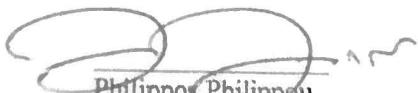
A handwritten signature, appearing to be 'J. S.', is written in black ink above the page number.

**IN WITNESS WHEREOF**, the undersigned directors have executed this written consent as of the date first written above.

in Nicosia, Cyprus

in Athens, Greece

in Boston, Massachusetts



Philippos Philippou  
Director

Panagiotis Kontos  
Director

Kathryn Ilene Murtagh  
Director

[Signature Page to Written Consent]

52668911\_3

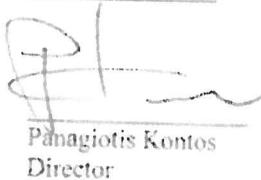
**IN WITNESS WHEREOF**, the undersigned directors have executed this written consent as of the date first written above.

in Nicosia, Cyprus



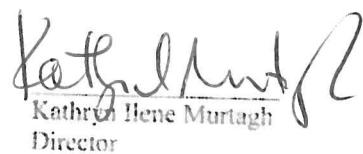
Philippos Philippou  
Director

in Athens, Greece



Panagiotis Kontos  
Director

in Boston, Massachusetts



Kathryn Irene Murtagh  
Director

[Signature Page to Written Consent]

52668911\_3

**UNANIMOUS WRITTEN CONSENT  
OF  
THE BOARD OF DIRECTORS  
OF  
GMI USA MANAGEMENT, INC.  
IN LIEU OF ORGANIZATIONAL MEETING**

**Effective September 4, 2015**

The undersigned, being all of the directors of GMI USA Management, Inc., a New York corporation (the "Corporation"), acting by written consent without a meeting pursuant to Section 708(b) of the New York Business Corporation Law, do hereby consent to the adoption of the following resolutions:

**RESOLVED**, that all of the actions of the incorporator of the Corporation, taken on behalf of the Corporation be, and they hereby are, ratified, confirmed, approved and adopted as actions of the Corporation;

**RESOLVED**, that the officers of the Corporation be, and each of them hereby is, authorized and directed, for and on behalf of the Corporation, to pay all charges and expenses incident to or arising out of the incorporation of the Corporation and to reimburse the persons who have made any disbursements therefor;

**RESOLVED**, that the by-laws for the regulation of the Corporation, attached hereto as Exhibit A (the "By-laws") and incorporated herein by reference, are hereby ratified, adopted and approved as the By-laws of this Corporation;

**RESOLVED**, that the form of corporate seal imprinted below hereby is adopted as the form of corporate seal of the Corporation;

**RESOLVED**, that the following persons be, and each of them hereby is, elected to serve in the offices of the Corporation set opposite their respective names, each to hold such offices until his respective successor is duly elected and qualified or until his earlier resignation or removal:

President

Thomas Oliphant

Vice-President

Elisabeth Clark

Secretary

Mark Flatt

Chief Restructuring Officer

Justin Knowles

**RESOLVED**, that the form of stock certificate, a specimen of which is attached hereto as Exhibit B, hereby is approved and adopted as the form of certificate to evidence shares of Common Stock of the Corporation;

**RESOLVED**, that the board of directors of the Corporation hereby authorizes and directs that a certificate representing shares of Common Stock of the Corporation be issued to the shareholders set forth in Exhibit C and in such amounts as described in Exhibit C and that such shares, when issued pursuant to this resolution, shall be validly issued, fully paid and non-assessable shares of Common Stock of the Corporation;

**RESOLVED**, that it is the judgment of the board of directors that fair consideration for the initial issuance of the Corporation's Common Stock shall be \$10 per share;

**RESOLVED**, that each of the officers of the Corporation be, and each of them hereby is, authorized, empowered and directed to open and maintain one or more bank accounts for the Corporation, at such banks as each such officer may determine, and that in connection therewith each such officer may execute and deliver on behalf of the Corporation such forms of banking resolutions as such banks may request and each such officer may approve, which resolutions, when executed by such officer or officers and inserted in the minute book of the Corporation, shall be deemed to be duly adopted resolutions of the board of directors of the Corporation with the same full force and effect as if such resolutions had been set forth herein in their entirety;

**RESOLVED**, that the officers of the Corporation hereby are authorized to execute, deliver and file all certificates and documents and to do all other acts and things necessary or advisable, or convenient and proper, to open bank accounts on behalf of the Corporation in accordance with the above resolution;

**RESOLVED**, that the fiscal year of the Corporation shall end on December 31 of each year;

**RESOLVED**, that for the purpose of authorizing the Corporation to do business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for the Corporation to transact business, the officers of the Corporation hereby are authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary

statutory offices and, if applicable, under the corporate seal, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the Corporation to transact business therein and whenever it is expedient for the Corporation to cease doing business therein and withdraw therefrom, to revoke any appointment of agent or attorney for service of process and to file such certificates, reports, revocation of appointment or surrender of authority of the Corporation to do business in any such state, territory, dependency or country;

**RESOLVED**, that the officers of the Corporation be, and each of them hereby is, authorized to take all such further action, as any such officer may deem necessary, proper, convenient or desirable in order to carry out each of the foregoing resolutions and fully to effectuate the purposes and intents thereof, and that all actions taken by the officers of the Corporation to date, in connection with the foregoing resolutions, or otherwise, are hereby in all respects confirmed, ratified and approved; and

**RESOLVED**, that an executed copy of this Unanimous Written Consent shall be filed with the minutes of the proceedings of the board of directors.

This Unanimous Written Consent may be signed in two or more counterparts, each of which shall be deemed an original, and all of which shall be deemed one instrument.

[SIGNATURE PAGE FOLLOWS]

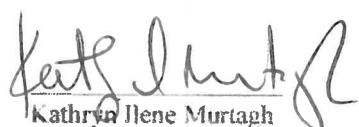
IN WITNESS WHEREOF, the undersigned directors have duly executed this  
Unanimous Written Consent as of September \_\_\_, 2015.

in Athens, Greece



Pahagiotis Kontos  
Director

in Boston, Massachusetts



Kathryn Ilene Murtagh  
Director

## EXHIBIT A

### BY-LAWS OF GMI USA MANAGEMENT, INC.

#### ARTICLE I MEETINGS OF THE SHAREHOLDERS

**Section 1.01 Offices.** The principal office of the corporation shall be as stated in the certificate of incorporation. The corporation may also have offices and places of business at such other places within and without the State of New York as the board of directors may from time to time determine.

**Section 1.02 Annual Meeting.** The annual meeting of the shareholders of the corporation, for the election of directors and for the transaction of such other business as may be set forth in the notice of the meeting, shall be held each year at such time and such place within or without the State of New York as the board of directors shall determine and the notice of the meeting or a duly executed waiver of notice shall specify.

**Section 1.03 Special Meetings.** Special meetings of the shareholders for any purpose or purposes may be called by the board of directors and shall be held on such date, at such time and place, either within or without the State of New York, as shall be determined by the board of directors and stated in the notice of the meeting. The only business which may be conducted at a special meeting, other than procedural matters and matters relating to the conduct of the meeting, shall be the matter or matters described in the notice of such meeting.

**Section 1.04 Notice of Meetings.** Written notice of each meeting of the shareholders shall be given, personally or by mail (written or electronic), not fewer than ten nor more than 60 days before the date of the meeting, to each shareholder entitled to vote at such meeting. If mailed, such notice shall be deposited in the United States mail, with first-class postage thereon prepaid, directed to the shareholder at his or her address as it appears on the record of shareholders, or, if a shareholder shall have filed with the Secretary of the corporation a written request that notices to such shareholder be mailed to some other address, then directed to such shareholder at such other address. If transmitted electronically, such notice shall be directed to the shareholder's electronic address supplied to the Secretary of the corporation or as otherwise directed pursuant to the shareholder's authorization or instructions. The notice shall state the place, date and hour of the meeting, the purpose or purposes for which the meeting is called if a special meeting and, unless it is the annual meeting, indicate that the notice is being issued by or at the direction of the person or persons calling the meeting. The notice need not refer to

the approval of minutes or to other matters normally incident to the conduct of the meeting. Except for such matters, the business which may be transacted at the meeting shall be confined to business which is related to the purpose or purposes set forth in the notice.

**Section 1.05 Waiver of Notice.** Notice of meeting need not be given to any shareholder who submits a waiver of notice. Waiver of notice may be written or electronic and may be submitted before or after the meeting. The attendance of any shareholder at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of such notice by him or her.

**Section 1.06 Procedure.** At each meeting of shareholders, the order of business and all other matters of procedure shall be determined by the person presiding at the meeting.

**Section 1.07 List of Shareholders.** A list of shareholders as of the record date, certified by the corporate officer responsible for its preparation or by a transfer agent, shall be produced at any meeting of shareholders upon the request thereat or prior thereto of any shareholder. If the right to vote at any meeting is challenged, the inspectors of election, or person presiding thereat, shall require such list of shareholders to be produced as evidence of the right of the persons challenged to vote at such meeting, and all persons who appear from such list to be shareholders entitled to vote thereat may vote at such meeting.

**Section 1.08 Quorum** At each meeting of shareholders for the transaction of any business, a quorum must be present to organize such meeting. Except as otherwise provided by law, a quorum shall consist of the holders of a majority of the votes of shares of the corporation entitled to vote at such meeting, present either in person or by proxy. When a quorum is once present to organize a meeting of the shareholders, it is not broken by the subsequent withdrawal of any shareholders.

**Section 1.09 Adjournments.** The shareholders entitled to vote who are present in person or by proxy at any meeting of shareholders, whether or not a quorum shall be present at the meeting, shall have power by a majority vote to adjourn the meeting from time to time without notice other than announcement at the meeting of the time and place to which the meeting is adjourned. At any adjourned meeting at which a quorum is present any business may be transacted that might have been transacted on the original date of the meeting, and the shareholders entitled to vote at the meeting on the original date (whether or not they were present thereat), and no others, shall be entitled to vote at such adjourned meeting. However, if after the adjournment the board fixes a new record

date for the adjourned meeting, notice of the adjourned meeting shall be given to each shareholder of record on the new record date entitled to such notice.

**Section 1.10 Voting; Proxies.** Each shareholder of record shall be entitled at every meeting of shareholders to one vote for each share having voting power standing in the shareholder's name on the record of shareholders of the corporation on the record date fixed pursuant to **Section 6.03** of these by-laws unless otherwise provided in the certificate of incorporation of the corporation. Each shareholder entitled to vote at a meeting of shareholders may vote in person, or may authorize another person or persons to act for the shareholder by proxy. Any proxy shall be signed by the shareholder or the shareholder's duly authorized agent or attorney-in-fact and shall be delivered to the secretary of the meeting. The signature of a shareholder on any proxy, including without limitation a telegram, cablegram, facsimile signature or other means of electronic transmission, may be printed, stamped or written, provided such signature is executed or adopted by the shareholder with intention to authenticate the proxy. No proxy shall be valid after the expiration of 11 months from the date of its execution unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except as otherwise provided by law.

Directors shall, except as otherwise provided by law or the certificate of incorporation, be elected by a plurality of the votes cast by the holders of shares entitled to vote in the election. All other corporate action to be taken by vote of the shareholders shall, except as otherwise provided by law, the certificate of incorporation or these by-laws, be authorized by a majority of the votes cast in favor of such action at a meeting of the shareholders. The vote for directors, or upon any corporate action coming before a meeting of shareholders, shall not be by ballot unless the person presiding at such meeting shall so direct or any shareholder, present in person or by proxy and entitled to vote thereon, shall so demand. Except as otherwise provided in the certificate of incorporation, an abstention shall not constitute a vote cast.

**Section 1.11 Appointment of Inspectors of Election.** The board of directors may, in advance of any meeting of the shareholders, appoint one or more inspectors to act at the meeting or any adjournment thereof, and shall do so if the corporation has a class of voting shares that is listed on a national securities exchange or authorized for quotation on an interdealer quotation system of a registered national securities association. If inspectors are not so appointed in advance of the meeting, the person presiding at such meeting may, and on the request of any shareholder entitled to vote thereat shall, appoint one or more inspectors. In case any inspector appointed fails to appear or act, the vacancy may be filled by appointment made by the board of directors in advance of the meeting or at the meeting by the person presiding thereat. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his or her

ability. No person who is a candidate for the office of director of the corporation shall act as an inspector at any meeting of the shareholders at which directors are elected.

**Section 1.12 Duties of Inspectors of Election.** Whenever one or more inspectors of election may be appointed as provided in these by-laws, he or she or they shall determine the number of shares outstanding and entitled to vote, the shares represented at the meeting, the existence of a quorum, and the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots, or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all shareholders.

**Section 1.13 Written Consent of Shareholders Without a Meeting.** Whenever by law shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Every written consent shall bear the date of signature of each shareholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered in the manner required by this **Section 1.13**, written consents signed by the requisite holders to take action are delivered to the corporation. Written consent thus given by the holders of all such number of shares as is required under this **Section 1.13** shall have the same effect as a valid vote of holders of such number of shares. Prompt notice of the taking of any corporate action without a meeting by less than unanimous written consent shall be given to those shareholders who have not consented in writing.

## **ARTICLE II** **DIRECTORS**

**Section 2.01 Number and Qualifications.** The board of directors shall consist of one or more members. Subject to any provision as to the number of directors contained in the certificate of incorporation or these by-laws, the exact number of directors shall be fixed from time to time by action of the shareholders or by vote of a majority of the entire board of directors, provided that no decrease in the number of directors shall shorten the term of any incumbent director. If the number of directors be increased at any time, the vacancy or vacancies in the board arising from such increase shall be filled as provided in **Section 2.06**. If the number of directors is not otherwise fixed as provided above, it shall be one. Each of the directors shall be at least 18 years of age.

**Section 2.02 Powers.** The business of the corporation shall be managed under the direction of the board of directors, which shall have and may exercise all of the powers of the corporation except such as are expressly conferred upon the shareholders by law, by the certificate of incorporation or by these by-laws.

**Section 2.03 Election and Term of Office.** Except as otherwise provided by law or these by-laws, each director of the corporation shall be elected at an annual meeting of shareholders or at any meeting of the shareholders held in lieu of such annual meeting, which meeting, for the purposes of these by-laws, shall be deemed the annual meeting, and shall hold office until the next annual meeting of shareholders and until his or her successor has been elected and qualified.

**Section 2.04 Resignation.** Any director of the corporation may resign at any time by giving his or her resignation to the President or any Vice President or the Secretary. Such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 2.05 Removal of Directors.** Any or all of the directors may be removed with or without cause by vote of the shareholders.

**Section 2.06 Vacancies.** Except as otherwise provided by law or these by-laws, newly created directorships resulting from an increase in the number of directors and vacancies occurring in the board of directors for any reason, except the removal of directors without cause, may be filled by vote of a majority of the directors then in office, even if less than a quorum exists. Any such newly created directorships and vacancies occurring in the board of directors for any reason may also be filled by vote of the shareholders at any meeting of shareholders and notice of which shall have referred to the proposed election. If any such newly created directorships or vacancies occurring in the board of directors for any reason shall not be filled prior to the next annual meeting of shareholders, they shall be filled by vote of the shareholders at such annual meeting. A director elected to fill a vacancy, unless elected by the shareholders, shall hold office until the next meeting of shareholders at which the election of directors is in the regular order of business, and until his or her successor has been elected and qualified.

**Section 2.07 Directors' Fees.** Directors may receive a fee for their services as directors and travelling and other out-of-pocket expenses incurred in attending any regular or special meeting of the board. The fee may be a fixed sum to be paid for attending each meeting of the board of directors or a fixed sum to be paid monthly, quarterly or semi-annually, irrespective of the number of meetings attended or not attended. The amount of the fee, if any, and the basis on which it shall be paid shall be

determined by the board of directors. Nothing herein contained shall preclude any director from serving the corporation in any other capacity and receiving compensation for such services.

**Section 2.08 First Meeting of Newly Elected Directors.** The first meeting of the newly elected board of directors may be held immediately after the annual meeting of shareholders and at the same place as such annual meeting of shareholders, provided a quorum be present, and no notice of such meeting shall be necessary. In the event such first meeting of the newly elected board of directors is not held at said time and place, the same shall be held as provided in **Section 2.09**.

**Section 2.09 Meetings of Directors.** Regular and special meetings of the board of directors may be held at such times and at such places, within or without the State of New York as the board of directors or the President, or, in the absence or disability of the President, any Vice President, may determine.

**Section 2.10 Notice of Meetings.** Regular meetings of the board of directors may be held without notice if the times and places of such meetings are fixed by the board. Except as provided in the preceding sentence, notice of each regular or special meeting of the board of directors to be held in accordance with **Section 2.09**, stating the time and place thereof, shall be given by the President, the Secretary, any Assistant Secretary or any member of the board to each member of the board (a) not less than three days before the meeting by depositing the notice in the United States mail, with first-class postage thereon prepaid, directed to each member of the board at the address designated by him or her for such purpose (or, if none is designated, at his or her last known address), or (b) not less than 24 hours before the meeting by either (i) delivering the same to each member of the board personally, (ii) sending the same by telephone, telegraph, cable, electronic mail or other transmission method to the address or contact information designated by him or her for such purposes (or, if none is designated, to his or her last known address or other contact information) or (iii) delivering the notice to the address or other contact information designated by him or her for such purpose (or, if none is designated, to his or her last known address or contact information). Notice of a meeting need not be given to any director who submits a signed waiver of notice whether before or after the meeting. The notice of any meeting of the board of directors need not specify the purpose or purposes for which the meeting is called, except as provided in **Section 2.06** and as provided in **Article IX** of these by-laws.

**Section 2.11 Quorum and Action By the Board.** At all meetings of the board of directors, except as otherwise provided by law, the certificate of incorporation or these by-laws, a quorum shall be required for the transaction of business and shall consist of not less than a majority of the entire board, and the vote of a majority of the directors

present shall decide any question that may come before the meeting. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time or place without notice other than announcement at the meeting of the time and place to which the meeting is adjourned.

**Section 2.12 Procedure** The order of business and all other matters of procedure at every meeting of directors may be determined by the person presiding at the meeting.

**Section 2.13 Action Without a Meeting.** Any action required or permitted to be taken by the board or any committee thereof may be taken without a meeting if all members of the board or the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the board or committee shall be filed with the minutes of the proceedings of the board or committee.

**Section 2.14 Presence at a Meeting By Telephone.** Unless otherwise restricted by the certificate of incorporation of the corporation, members of the board of directors or any committee thereof may participate in a meeting of such board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation in a meeting by such means shall constitute presence in person at such meeting.

### ARTICLE III COMMITTEES OF DIRECTORS

**Section 3.01 Designation of Committees.** The board of directors, by resolution or resolutions adopted by a majority of the entire board, may designate from among its members an executive committee and other committees, each consisting of one or more directors, and may designate one or more directors as alternate members of any such committee, who may replace any absent or disqualified member or members at any meeting of such committee. In the interim between meetings of the board of directors, the executive committee, if and to the extent permitted in the resolution designating such committee, shall have all the authority of the board of directors except as otherwise provided by law and shall serve at the pleasure of the board of directors. Each other committee so designated shall have such name as may be provided from time to time in the resolution or resolutions, shall serve at the pleasure of the board of directors and shall have, to the extent provided in such resolution or resolutions, all the authority of the board of directors except as otherwise provided by law.

**Section 3.02 Acts and Proceedings.** All acts done and power and authority conferred by the executive committee from time to time within the scope of its authority shall be, and may be deemed to be, and may be specified as being, the act and under the authority of the board of directors. The executive committee and each other committee shall keep regular minutes of its proceedings and report its actions to the board of directors when required.

**Section 3.03 Compensation.** Members of the executive committee or of any other committee may receive such compensation for their services as the board of directors shall from time to time determine.

#### **ARTICLE IV OFFICERS**

**Section 4.01 Officers.** The board of directors may annually appoint or elect a President, one or more Vice Presidents, a Secretary and a Treasurer. The board of directors may from time to time appoint or elect such additional officers as it may determine. Such additional officers shall have such titles and such authority and perform such duties as the board of directors may from time to time prescribe.

**Section 4.02 Term of Office.** The President, each Vice President, the Secretary and the Treasurer shall, unless otherwise determined by the board of directors, hold office until the first meeting of the board following the next annual meeting of shareholders and until their successors have been appointed or elected and qualified. Each additional officer appointed or elected by the board of directors shall hold office for such term as shall be determined from time to time by the board of directors and until his or her successor has been appointed or elected and qualified. Any officer, however, may be removed or have his or her authority suspended by the board of directors at any time, with or without cause. If the office of any officer becomes vacant for any reason, the board of directors shall have the power to fill such vacancy.

**Section 4.03 The President.** The President shall be the chief executive officer of the corporation. He or she shall preside at all meetings of the shareholders and of the board of directors. He or she shall have the general powers and duties of supervision and management of the corporation which usually pertain to his or her office, and shall perform all such other duties as are properly required of him or her by the board of directors.

**Section 4.04 The Vice Presidents.** Each Vice President may be designated by such title as the board of directors may determine, and each such Vice President in such order of seniority as may be determined by the board, shall, in the absence or disability of

the President, or at his or her request, perform the duties and exercise the powers of the President. Each Vice President also shall have such powers and perform such duties as usually pertain to his or her office or as are properly required of him or her by the board of directors.

**Section 4.05 The Secretary and Assistant Secretaries.** The Secretary shall issue notices of all meetings of shareholders and directors where notices of such meetings are required by law or these by-laws. He or she shall attend all meetings of shareholders and of the board of directors and keep the minutes thereof. He or she shall affix the corporate seal to and sign such instruments as require the seal and his or her signature and shall perform such other duties as usually pertain to his or her office or as are properly required of him or her by the board of directors.

Each Assistant Secretary may, in the absence or disability of the Secretary, or at his or her request or the request of the President, perform the duties and exercise the powers of the Secretary, and shall perform such other duties as the board of directors shall prescribe.

**Section 4.06 The Treasurer and Assistant Treasurers.** The Treasurer shall have the care and custody of all the moneys and securities of the corporation. He or she shall cause to be entered in books of the corporation to be kept for that purpose full and accurate accounts of all moneys received by him or her and paid by him or her on account of the corporation. The Treasurer shall make and sign such reports, statements and instruments as may be required of him or her by the board of directors or by the laws of the United States or by any state, country or other jurisdiction in which the corporation transacts business, and shall perform such other duties as usually pertain to his or her office or as are properly required of him or her by the board of directors.

Each Assistant Treasurer may, in the absence or disability of the Treasurer, or at his or her request or the request of the President, perform the duties and exercise the powers of the Treasurer and shall perform such other duties as the board of directors shall prescribe.

**Section 4.07 Officers Holding Two or More Offices.** Any two or more offices may be held by the same person. When all the issued and outstanding shares of the corporation are held by one individual, such individual may hold all or any combination of offices.

**Section 4.08 Duties of Officers May be Delegated.** In case of the absence or disability of any officer of the corporation or in case of a vacancy in any office or for any other reason that the board of directors may deem sufficient, the board of directors,

except as otherwise provided by law, may temporarily delegate the powers or duties of any officer to any other officer or to any director.

**Section 4.09 Compensation.** The compensation of each officer shall be determined by the board of directors. The compensation of all other employees shall be fixed by the President or the President's designees within such limits as may be prescribed by the board of directors.

**Section 4.10 Security.** The board of directors may require any officer, agent or employee of the corporation to give security for the faithful performance of his or her duties, in such amount as may be satisfactory to the board. Such security may be in the form of a fidelity bond obtained by the corporation at its expense.

## **ARTICLE V** **INDEMNIFICATION OF DIRECTORS AND OFFICERS**

**Section 5.01 Right of Indemnification.** Each director or officer of the corporation, whether or not then in office, and any person whose testator or intestate was such a director or officer, shall be indemnified by the corporation for the defense of, or in connection with, any threatened, pending or completed actions or proceedings and appeals therein, whether civil, criminal, administrative or investigative, in accordance with and to the fullest extent permitted by the Business Corporation Law of the State of New York or other applicable law, as such law now exists or may hereafter be adopted or amended, against, without limitation, all judgments, fines, amounts paid in settlements, and all expenses, including attorneys' and other experts' fees, costs and disbursements, actually and reasonably incurred by such person as a result of such action or proceeding, or actually and reasonably incurred by such person (a) in making an application for payment of such expenses before any court or other governmental body, (b) in otherwise seeking to enforce the provisions of this **Section 5.01**, or (c) in securing or enforcing such person's right under any policy or director or officer liability insurance provided by the corporation; provided, however, that the corporation shall provide indemnification in connection with an action or proceeding (or part thereof) initiated by such a director or officer only if such action or proceeding (or part thereof) was authorized by the board of directors.

**Section 5.02 Advancement of Expenses.** Expenses incurred by a director or officer in connection with any action or proceeding as to which indemnification may be given under **Section 5.01** may be paid by the corporation in advance of the final disposition of such action or proceeding upon (a) the receipt of an undertaking by or on behalf of such director or officer to repay such advancement in case such director or officer is ultimately found not to be entitled to indemnification as authorized by this

Article V and (b) approval by the board of directors acting by a quorum consisting of directors who are not parties to such action or proceeding or, if such a quorum is not obtainable, then approval by the shareholders. To the extent permitted by law, the board of directors or, if applicable, the shareholders, shall not be required to find that the director or officer has met the applicable standard of conduct provided by law for indemnification in connection with such action or proceeding before the corporation makes any advance payment of expenses hereunder.

**Section 5.03 Availability and Interpretation** To the extent permitted under applicable law, the rights of indemnification and to the advancement of expenses provided in this Article V (a) shall be available with respect to events occurring prior to the adoption of this Article V, (b) shall continue to exist after any rescission or restrictive amendment of this Article V with respect to events occurring prior to such rescission or amendment, (c) shall be interpreted on the basis of applicable law in effect at the time of the occurrence of the event or events giving rise to the action or proceeding or, at the sole discretion of the director or officer or, if applicable, the testator or intestate of such director or officer seeking such rights, on the basis of applicable law in effect at the time such rights are claimed and (d) shall be in the nature of contract rights that may be enforced in any court of competent jurisdiction as if the corporation and the director or officer for whom such rights are sought were parties to a separate written agreement.

**Section 5.04 Other Rights.** The rights of indemnification and to the advancement of expenses provided in this Article V shall not be deemed exclusive of any other rights to which any director or officer of the corporation or other person may now or hereafter be otherwise entitled whether contained in the certificate of incorporation, these by-laws, a resolution of the shareholders, a resolution of the board of directors or an agreement providing for such indemnification, the creation of such other rights being hereby expressly authorized. Without limiting the generality of the foregoing, the rights of indemnification and to the advancement of expenses provided in this Article V shall not be deemed exclusive of any rights, pursuant to statute or otherwise, of any director or officer of the corporation or other person in any action or proceeding to have assessed or allowed in his or her favor, against the corporation or otherwise, his or her costs and expenses incurred therein or in connection therewith or any part thereof.

**Section 5.05 Severability.** If this Article V or any part hereof shall be held unenforceable in any respect by a court of competent jurisdiction, it shall be deemed modified to the minimum extent necessary to make it enforceable, and the remainder of this Article V shall remain fully enforceable.

## ARTICLE VI SHARES

**Section 6.01 Certificate of Shares.** The shares of the corporation shall be represented by certificates which shall be numbered and shall be entered in the records of the corporation as they are issued. Each share certificate shall when issued state upon the face thereof that the corporation is formed under the laws of the State of New York, the name of the person or persons to whom issued, and the number and class of shares and the designation of the series, if any, which such certificate represents and shall be signed by the President or a Vice President and by the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary, and shall be sealed with the seal of the corporation or a facsimile thereof. The signatures of the officers upon a certificate may be facsimiles if (a) the certificate is countersigned by a transfer agent or registered by a registrar other than the corporation itself or its employee or (b) the corporation's shares are listed on a registered national securities exchange. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he or she were such officer at the date of issue. No certificate shall be valid until countersigned by a transfer agent if the corporation has a transfer agent, or until registered by a registrar if the corporation has a registrar.

**Section 6.02 Transfers of Shares.** Shares of the corporation shall be transferable on the books of the corporation by the holder thereof, in person or by duly authorized attorney, upon the surrender of the certificate representing the shares to be transferred, properly endorsed. Except as otherwise provided by law, the corporation shall be entitled to treat the holder of record of any share as the owner thereof and shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person whether or not it shall have express or other notice thereof. The board of directors, to the extent permitted by law, shall have power and authority to make all rules and regulations as it may deem expedient concerning the issue, transfer and registration of share certificates and may appoint one or more transfer agents and registrars of the shares of the corporation.

**Section 6.03 Fixing of Record Time.** The board of directors may fix, in advance, a day and hour not more than 60 days nor less than ten days before the date on which any meeting of the shareholders entitled to notice of and to vote at such meeting and at all adjournments thereof shall be determined; and, in the event such record date and time are fixed by the board of directors, no one other than the holders of record on such date and time of shares entitled to notice of and to vote at such meeting shall be entitled to notice of or to vote at such meeting or any adjournment thereof. If a record date and time shall not be fixed by the board of directors for the determination of shareholders entitled to notice of and to vote at any meeting of the shareholders,

shareholders of record at the close of business on the day next preceding the day on which notice of such meeting is given, and no others, shall be entitled to notice of and to vote at such meeting or any adjournment thereof; provided, however, that if no notice of such meeting is given, shareholders of record at the close of business on the day next preceding the day on which such meeting is held, and no others, shall be entitled to vote at such meeting or any adjournment thereof.

The board of directors may fix, in advance, a day and hour not more than 60 days before the date fixed for the payment of a dividend of any kind or the allotment of any rights, as the record time for the determination of shareholders entitled to receive such dividend or rights, and in such case only shareholders of record at the date and time so fixed shall be entitled to receive such dividend or rights; *provided, however,* that if no record date and time for the determination of shareholders entitled to receive such dividend or rights are fixed, shareholders of record at the close of business on the day on which the resolution of the board of directors authorizing the payment of such dividend or the allotment of such rights is adopted shall be entitled to receive such dividend or rights.

**Section 6.04 Record of Shareholders.** The corporation shall keep at its office in the State of New York, or at the office of its transfer agent or registrar in this state, a record containing the names and addresses of all shareholders, the number and class of shares held by each and the dates when they respectively became the owners of record thereof.

**Section 6.05 Lost Share Certificates.** The board of directors may in its discretion cause a new certificate for shares to be issued by the corporation in place of any certificate theretofore issued by it, alleged to have been lost or destroyed, and the board may require the owner of the lost or destroyed certificate, or his or her legal representatives, to give the corporation a bond sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss or destruction of any such certificate or the issuance of any such new certificate; but the board of directors may in its discretion refuse to issue such new certificate save upon the order of a court having jurisdiction in such matters.

## ARTICLE VII FINANCES

**Section 7.01 Corporate Funds.** The funds of the corporation shall be deposited in its name with such banks, trust companies or other depositories as the board of directors or the officers may from time to time designate. All checks, notes, drafts and other negotiable instruments of the corporation shall be signed by such officer or officers,

employee or employees, agent or agents as the board of directors may from time to time designate. No officers, employees or agents of the corporation, alone or with others, shall have power to make any checks, notes, drafts or other negotiable instruments in the name of the corporation or to bind the corporation thereby, except as provided in this section.

**Section 7.02 Fiscal Year.** The fiscal year of the corporation shall be the calendar year unless otherwise provided by the board of directors.

**Section 7.03 Loans to Directors.** The corporation may not lend money to or guarantee the obligation of a director of the corporation unless (a) the particular loan or guarantee is approved by the shareholders, with the holders of a majority of the shares entitled to vote thereon constituting a quorum, but shares held of record or beneficially by directors who are benefited by such loan or guarantee shall not be entitled to vote or to be included in the determination of a quorum, or (b) the board determines that the loan or guarantee benefits the corporation and either approves the specific loan or guarantee or a general plan authorizing loans and guarantees. The fact that a loan or guarantee is made in violation of this section does not affect the borrower's liability on the loan.

## **ARTICLE VIII** **CORPORATE SEAL**

**Section 8.01 Form of Seal.** The seal of the corporation, if it elects to have one, shall be in such form as may be determined from time to time by the board of directors. The seal on any corporate obligation for the payment of money may be facsimile.

## **ARTICLE IX** **AMENDMENTS**

**Section 9.01 Procedure for Amending By-laws.** By-laws of the corporation may be adopted, amended or repealed at any meeting of shareholders, notice of which shall have referred to the proposed action, by a majority of the votes cast by the holders of the shares of the corporation at the time entitled to vote in the election of any directors, or at any meeting of the board of directors, notice of which shall have referred to the proposed action, by the vote of a majority of the entire board of directors.

**EXHIBIT B**

[FORM OF STOCK CERTIFICATE]

[follows this page]

**EXHIBIT C**

**[SHAREHOLDERS]**

<u>Shareholder</u>	<u>No. of Shares</u>	<u>Consideration Paid</u>
Global Maritime Investments Holdings Cyprus Limited	100	USD 1,000.00 (USD 10.00 per share)

**United States Bankruptcy Court  
Southern District of New York**

In re Global Maritime Investments Holdings Cyprus Limited \_\_\_\_\_  
Debtor(s) \_\_\_\_\_ Case No.  
Chapter 11 \_\_\_\_\_

**VERIFICATION OF CREDITOR MATRIX**

I, the Chief Restructuring Officer of the corporation named as the debtor in this case, hereby verify that the attached list of creditors is true and correct to the best of my knowledge.

Date: September 15, 2015

  
\_\_\_\_\_  
Justin Knowles/Chief Restructuring Officer  
Signer/Title

A1 BUSINESS PTE LTD  
10 ANSON ROAD #26-04  
INTERNATIONAL PLAZA  
SINGAPORE 079903  
SINGAPORE

ACTIVITY SA, LIBRA FINANCIERE  
AV. DE L'AVANT 4  
CP 3230, 2001 LAUSANNE  
SWITZERLAND

ADELFIAS SHIPPING ENTERPRISES S.A.  
VAS. SOFIAS & SOURI 15, 15124  
MAROUSI, ATHENS  
GREECE

ADM INTERMARE A DIVISION ON ADM INTERNTL  
A ONE BUSINESS CENTER, LA PIECE 3  
HONG KONG  
HONG KONG

ADM INTERMARE A DIVISION ON ADM INTERNTL  
A ONE BUSINESS CENTER, LA PIECE 3 ROLLE  
CH-1180  
SWITZERLAND

ADM INVESTOR SERVICES LIMITED  
4TH FLR MILLENNIUM BRIDGE HOUS  
2 LAMBETH HILL LONDON EC4V 3TT  
UNITED KINGDOM

AEGEAN BREEZE SHIPPING LTD  
913 GULF BREEZE PKWY  
#20  
GULF BREEZE, FL 32561

AGENCIA MARITIME NABSA S.A.  
AV. PASEO COLON 728, 4TH FLOOR  
C1063ACU BUENOS AIRES  
ARGENTINA

ANDREW MOORE ASSOCIATES LTD (GIBRALTAR)  
3RD FLR HERITAGE HOUSE  
235 MAIN ST, GIBRALTAR  
SPAIN

ANDREW MOORE ASSOCIATES LTD (GIBRALTAR)  
3RD FLOOR HERITAGE HOUSE, 235 MAIN ST  
GIBRALTAR  
GIBRALTAR

AP MOG SOLUTIONS PTE LTD  
200 JALAN SULTAN #01-06  
TEXTILE CTR SINGAPORE 199018  
SINGAPORE

APPLIED WEATHER TECHNOLOGY INC  
140 KIFER COURT  
SUNNYVALE, CALIFORNIA 94086

AQUAVITA INTERNAL S.A.  
TRUST CO COMPLEX  
AJELTAKE RD, AJELTAKE ISLAND  
MARJURO, MH9696  
MARSHALL ISLANDS

AQUAVITA INTERNAL S.A.  
TRUST CO COMPLEX, AJELTAKE RD  
AJELTAKE ISLAND GENEVA 12 1211  
SWITZERLAND

ARCELOR LOGISTICS FRANCE  
SITE SOLLAC M DITERRAN E  
AILE 9 - 1ER TAGE, B.P. 90176  
FOS SUR MER CEDEX 13774  
FRANCE

ARROW CHARTERING (UK) LTD  
OCTAVIA HOUSE, 1 THE BLVD, IMPERIAL WHARF  
LONDON SW6 2UB  
UNITED KINGDOM

ARROW CHARTERING UK LTD  
OCTAVIA HOUSE, 1 THE BLVD  
IMPERIAL WHARF  
LONDON, SW6 2UB  
UNITED KINGDOM

ATLANTIC COAL AND BULK  
12 MASON'S AVENUE GENEVA 1206  
SWITZERLAND

ATTORNEY GENERAL, ERIC T. SCHNEIDERMAN  
120 BROADWAY  
NEW YORK, NEW YORK 10271-0332

BANCOSTA (UK) LTD  
78 CORNHILL  
LONDON, EC3V 3QQ  
UNITED KINGDOM

BAY-HOUSTON TOWING CO  
2243 MILFORD  
PO BOX 3006  
HOUSTON, TEXAS 77253-3006

BERNHARD VON BLOMBERG  
BELLEVUE 6  
HAMBURG, 22301  
GERMANY

BOYD STEAMSHIP CORPORATION  
VIA ESPA A 120, BETA BUILDING, 5TH FLR  
P.O. BOX 0816-07817 PANAMA  
REPUBLIC OF PANAMA

BUNGE S.A.  
13 ROUTE DE FLORISSANT  
GENEVA 12, 1211  
SWITZERLAND

BUNGE S.A.  
13 ROUTE DE FLORISSANT  
1206 GENEVE  
188024  
SWITZERLAND

CALISTO TRADING INC  
TRUST CO COMPLEX, AJELTAKE RD  
AJELTAKE ISLAND  
MAJURO, MH96960  
MARSHALL ISLANDS

CARAVEL SHIPPING LTD  
21ST FLR, CENTRAL PLAZA  
18 HARBOUR RD  
HONG KONG, WANCHAI  
HONG KONG

CARAVEL SHIPPING LTD  
21ST FLR, CENTRAL PLAZA 18 HARBOUR RD  
LONDON E1W 1BF  
UNITED KINGDOM

CARAVEL SHIPPING LTD  
21ST FLR, CENTRAL PLAZA 18 HARBOUR RD  
WANCHAI, HONG KONG  
HONG KONG

CARGILL B.V.  
EVERT VAN DE BEEKSTRAAT 378  
P.O. BOX 75840, SCHIPHOL 1118 ZZ  
NETHERLANDS

CARGILL INTERNATIONAL S.A.  
14 CHEMIN DE NORMANDIE S O PAULO  
04538-132  
BRAZIL

CARGILL INTERNATL SA  
14 CHEMIN DE NORMANDIE  
GENEVA 1206  
SWITZERLAND

CERRAHGIL SHIP AGENCIES AND SERVICES CO.  
ABDI IPEKCI CADDESI CERRAHGIL IS MERKEZI  
NO:33 TESVIKIYE, ISTANBUL 34367  
TURKEY

CHIMBUSCO EUROPE BV  
WEENA 280  
WEENA 200 BLDG 8TH FLR  
ROTTERDAM, 3012  
NETHERLANDS

CHINA COSCO BULK SHIPPING(GROUP) CO., LTD  
AGENT FOR REFINED SUCCESS LTD. B.V.I.  
B209 RM 2ND FLR OF NO.24 BLDG.  
CTYARD NO.1, WULIQIAO NO.1 ST, HONGKONG  
HONG KONG

CHINA MARINE SHIPPING AGENCY TAICANG CO.  
03RD FLOOR, NO.1 DONGTING ROAD(N),  
TAICANG, JIANGSU PROVINCE  
215400  
P.R. CHINA

CHINA MARINE SHIPPING AGENCY TAICANG CO.  
03RD FLOOR, NO.1 DONGTING ROAD(N)  
TAICANG 215400  
P.R. CHINA

CHINA SHIPPING (HK) MARINE INC  
32/FL., CHINA MERCHANTS TOWER  
SHUN TAK CTR  
168-200 CONNAUGHT RD C.  
HONG KONG

CJ INTERNATIONAL ASIA LTD  
230 VICTORIA ST  
#11-03/04 BUGIS JUNCTION TOWERS  
PIRAEUS 185 45  
GREECE

CLARKSONS PLATOU FUTURES LTD  
COMMODITY QUAY, ST KATHERINE DOCKS  
LONDON E1W 1BF  
UNITED KINGDOM

COMPANHIA SIDERURGICA NACIONAL (BRAZIL)  
AV. BRIGADEIRO FARIA LIMA  
3400 -19-20 ANDAR  
ITAIM BIBI LONDON E1 8PH  
UNITED KINGDOM

COMPLETE CORPORATE SERVICES PTE LTD  
10 ANSON RD #32-15 INTERNATIONAL PLAZA  
SINGAPORE 079903  
SINGAPORE

COMPTROLLER OF INCOME TAX  
SINGAPORE POST CTR POST OFFICE  
P.O.BOX 394  
SINGAPORE 914014  
SINGAPORE

COSCO (HONG KONG) SHIPPING CO.,LTD.  
50-51/F.,COSCO TOWER  
183 QUEEN S ROAD CENTRAL, HONG KONG  
HONG KONG

COSCO BULK CARRIERS CO., LTD  
TIANJIN OCEAN SHIPPING MANSION  
NO.1 OCEAN PLAZA  
HEBEI DISTRICT, TIANJIN 300010  
P.R. CHINA

CPF BOARD  
79 ROBINSON ROAD #02-00  
CPF BLDG SINGAPORE 068897  
SINGAPORE

CREDIT DU NORD  
27 AV DE LA COSTA  
98000  
MONACO

CROWN WORLDWIDE PTE LTD  
36 PIONEER RD  
SINGAPORE 628504  
SINGAPORE

CRYSTAL POOL SRL  
16124 GENOVA VIA PONTE REALE 2  
ITALY

D'AMICO SHIPPING ITALIA SPA  
CORSO D'ITALIA 35B  
ROME  
ITALY

D. OLTMAN (HAMBURG)  
DIENERREIHE 2  
HAMBURG, 20457  
GERMANY

D/S NORDEN AS  
STRANDVEJAN 52  
HELLERUP, DK-2900  
DENMARK

DAEBO INTERNATIONAL SHIPPING CO LTD  
7F DONGWON BLDG. #128-28 DANGJU-DONG,  
CHONGNO-KU SEOUL 110-759  
KOREA

DAMPSKIBSSELSKABET NORDEN A/S  
52, STRANDVEJEN, MORELOS CP 62290  
MEXICO

DANA SHIPPING & TRADING LTD  
14 AKTI KONDYLI STREET SINGAPORE 069455  
SINGAPORE

DELOITTE LTD  
MAXIMOS PLAZA, TOWER 1, 3RD FLR  
213 ARCH, MAKARIOU III AVE.  
LIMASSOL CY-3030  
CYPRUS

DELOITTE TAX LLP  
1633 BROADWAY  
NEW YORK, NEW YORK 10019-6754

DHL EXPRESS (SINGAPORE) PTE LTD  
ROBINSON ROAD POST OFFICE  
P.O.BOX 2102 SINGAPORE 904101  
SINGAPORE

DIAL LTD  
38 GOLDSBOROUGH CRESCENT, CHINGFORD  
LONDON E4 6PZ  
UNITED KINGDOM

DONG-A TANKER CORP  
#701 GWANGHWAMUN OFFICIA-BLDG,  
163 SINMUNRO 1-GA,  
JONGRO-GU SEOUL 110-999  
KOREA

DORIC ZWEITE NAVIGATION GMBH & CO. KG  
PROMENADE AN ALTEN BINNENHAFEN 10  
EMDEN 26721  
GERMANY

DRACO SHIPPING PTE LTD  
80 ROBINSON RD #02-00  
SINGAPORE 068898  
SINGAPORE

DYNAMIC OIL EONE  
HOLZSTRA E 6  
D SSELDORF, 40221  
GERMANY

DYNAMIC OIL TRADING (S) PTE LTD  
600 NORTH BRIDGE RD  
#11-09/10 PARKVIEW SQ  
SINGAPORE 188778  
SINGAPORE

E.A. GIBSON SHIPBROKERS LTD  
AUDREY HOUSE, 1-20 ELY PLACE  
LONDON EC1P 1HP  
UNITED KINGDOM

E.ON GLOBAL COMMODITIES SE  
HOLZSTRA E 6 EAST PERTH 6004  
AUSTRALIA

EDF TRADING  
80 VICTORIA ST.  
CARDINAL PLACE, 3RD FLR  
LONDON, SW1E 5JL  
UNITED KINGDOM

EURO-MARITIME CHARTERING LIMITED  
34A QUEEN ANNE'S GATE LONDON  
UNITED KINGDOM

EXELON GENERATION COMPANY, LLC  
100 CONSTELLATION WAY, SUITE 500C  
BALTIMORE, MARYLAND 21202-0000

F.H. BERTLING CHARTERING & SHIP MANAGEME  
1 MAGAZINE RD #03-03  
SINGAPORE 59567  
SINGAPORE

FMG INTERNATIONAL PTE LTD  
87 CLUB STREET, #02-01  
SINGAPORE 069455  
SINGAPORE

FMG INTERNATIONAL PTE LTD  
87 CLUB STREET, #02-01 HAMILTON HM 08  
BERMUDA

FORTESCUE METALS GROUP LTD  
LEVEL 2, 87 ADELAIDE TOWERS  
SEOUL 150-949  
KOREA

FRANCOLIN LIMITED  
UGLAND HOUSE  
GRAND CAYMAN KY1-1104  
CAYMAN ISLANDS

FRATELLI COSULICH BUNKERS (HK) LTD  
5/F THE PHOENIX, 23 LUARD RD HONG KONG  
HONG KONG

FREIGHT INVESTOR SERVICES LTD  
80 CANNON ST  
LONDON, EC4N 6HL  
UNITED KINGDOM

GAINS INC  
BANCO ALIADO BLDG, RICARDO ARIAS ST  
PANAMA  
REPUBLIC OF PANAMA

GARD P&I (BERMUDA) LTD  
PO BOX 789 STOA  
ARENDAL, NO-4809  
NORWAY

GENCO SHIP MANAGEMENT LLC  
299 PARK AVENUE, 12TH FLOOR  
NEW YORK, NEW YORK 10171-0000

GFI BROKERS LTD  
1 SNOWDEN STREET  
LONDON EC2A 2DQ  
UNITED KINGDOM

GLENCORE GRAIN BV  
COOLSINGEL 139  
ROTTERDAM  
NETHERLANDS

GLENCORE GRAIN BV  
COOLSINGEL 139  
LAUSSANE CH-1003  
SWITZERLAND

GLOBAL ENERGY TRADING PTE LTD  
438 ALEXANDRA ROAD,  
#13-01 ALEXANDRA PT SINGAPORE 119958  
SINGAPORE

GLOBAL RISK MANAGMENT LTD  
STRANDVEJEN7  
5500 MIDDELFIAHT  
DENMARK

GLOBAL UNITED SHIPPING PTE LTD

GLORY UNIVERAL INC  
CALLE 50 Y AQUILNO  
DE LA GUARDIA PLAZA BANCO GENERAL  
PISO - 30 APARTADO PANAMA  
REPUBLIC OF PANAMA

GMI EDWARD PTE LTD

GMI FRANCESCA PTE LTD  
10 ANSON RD. #26-04  
INTERNATIONAL PLAZA  
SINGAPORE 079903  
SINGAPORE

GMI LLOYD PTE LTD

GMI PANAMAX POOL LTD  
CAMPBELLS CORPORATE SERVICES LIMITED,  
FLR 4, WILLOW HOUSE, CRICKET SQ  
P.O.BOX 269 GRAND CAYMAN KY1-1104  
CAYMAN ISLANDS

GMI PANAMAX POOL LTD  
CAMPBELL'S CORPORATE SERVICES LIMITED,  
FLR 4, WILLOW HOUSE, CRICKET SQ  
P.O.BOX 268 GRAND CAYMAN KY1-1104  
CAYMAN ISLANDS

GMI PATRIZIA PTE LTD

GMI STEPHANIE PTE LTD

GMI TARITA PTE LTD

GOLDEN OCEAN TRADING LTD  
PO BOX HM 1593, PAR-LA-VILLE ROAD  
SEOUL 100-210  
KOREA

GOLDEN OCEAN TRADING LTD  
PO BOX HM 1593, PAR-LA-VILLE RD  
HAMILTON HM 08  
BERMUDA

GRACE UNIVERSAL INC  
CALLE 50 Y AQUILNO,  
DE LA GUARDIA PLAZA BANCO GENERAL,  
PISO - 30 APARTADO PANAMA 0823-05789  
REPUBLIC OF PANAMA

H CLARKSON & COMPANY LTD  
COMMODITY QUAY, ST KATHERINE DOCKS  
LONDON E1W 1BF  
UNITED KINGDOM

H CLARKSON & COMPANY LTD  
COMMODITY QUAY, ST KATHERINE DOCKS  
D SSELDORF 40221  
GERMANY

HANJIN SHIPPING LTD  
25 GUKJE GEUMYUNG-RO 2-GIL  
YEONGDEUNGPO-GU  
SEOUL 150-949  
KOREA

HANJIN SHIPPING LTD  
25 GUKJEGEUMYUNG-RO 2-GIL,  
YEONGDEUNGPO-GU HAMBURG 20095  
GERMANY

HOLMAN FENWICK WIILLAN LLP  
FRIARY CT, 65 CRUTCHED FRIARS  
LONDON EC3N 2AE  
UNITED KINGDOM

HONG KONG GRACE SHIPPING CO., LTD  
C/O SPEEDLINK TRANSPORT LTD, 30A  
TOWER 10, SPUTH HORIZONS  
HONG KONG  
HONG KONG

HONGKONG LEADER SHIPPING COMPANY LIMITED  
C/O HONG KONG GRACE SHIPPING CO., LTD,  
19/F, S.B. COMM BLDG, 478 NATHAN RD  
YUA MAT EI HONG KONG  
HONG KONG

HSBC BANK PLC  
165 FLEET ST, EC4A 2DY  
LONDON  
UNITED KINGDOM

HSBC BANK PLC, PIRAEUS  
93 ATKI MIAOULI, GR-185 38  
PIRAEUS ATTIKI  
GREECE

ICAP SHIPPING LTD DRY CARGO CHARTERING  
2 BROADGATE  
LONDON, EC2M 7UR  
UNITED KINGDOM

IFCHOR SA  
PLACE PIPANET 1  
LAUSSANE, CH-1003  
SWITZERLAND

IFCHOR SA  
PLACE PIPANET 1 TORTOLA  
BRITISH VIRGIN ISLANDS

IMABARI SHIPBUILDING CO. LTD  
C/O MMSL PTE LTD, 78 SHENTON WAY #10-03  
SINGAPORE 79120  
SINGAPORE

INCHAPE SHIPPING SERVICES

INTERGIS CO., LTD  
14F, FERRUM TOWER  
66 SUHA-DONG, JUNG-GU  
SEOUL, 100-210  
KOREA

INTERGIS CO., LTD  
14F, FERRUM TOWER, 66 SUHA-DONG, JUNG-GU  
TOKYO 100-0011  
JAPAN

INTERGIS CO., LTD  
14F, FERRUM TOWER, 66 SUHA-DONG, JUNG-GU  
SEOUL 100-210  
KOREA

INTERGLOBAL INS CO LTD  
112 ROBINSON RD #09-01  
ROBINSON 112  
SINGAPORE 068902  
SINGAPORE

INTERMARE GMBH  
FERDINANDSTR. 5, MILAN 20122  
ITALY

INTERNAL REVENUE SERVICE  
CENTRALIZED INSOLVENCY OPERATIONS  
P.O. BOX 7346  
PHILADELPHIA, PENNSYLVANIA 19101-7346

ITIRO CORP BVI  
MILL MALL TOWER, 2ND FLR  
WICKHAMS CAY 1  
PO BOX 4406 ROAD TOWN, TORTOLA  
BRITISH VIRGIN ISLANDS

ITIRO CORPORATION BVI  
MILL MALL TOWER, 2ND FLOOR,  
WICKHAMS CAY 1, PO BOX 4406,  
ROAD TOWN AMSTERDAM 1077 XV  
NETHERLANDS

JASMINE LEE

JIA DA SHIPPING CO., LIMITED  
7 FLOOR, EIB CENTRE 40, BONHAM STRAND  
HONG KONG  
HONG KONG

JIA DA SHIPPING CO., LTD  
7 FLR, EIB CENTRE 40  
BONHAM STRAND  
HONG KONG  
HONG KONG

JIA FOISON SHIPPING CO., LIMITED  
7 FLOOR, EIB CENTRE 40, BONHAM STRAND  
HONG KONG  
HONG KONG

JIA FOISON SHIPPING CO., LTD  
7 FLR, EIB CENTRE 40  
BONHAM STRAND  
HONG KONG  
HONG KONG

K LINE KAWASAKI KISEN KAISHA, LTD  
IINO BLDG., UCHISAIWAICHO 2-1-1  
TOKYO, CHIYODA-KU  
JAPAN

KANG LI FAR EAST PTE LTD  
BLK 32 TOH GUAN RD EAST  
#01-10/11 ENTERPRISE HUB  
SINGAPORE 608578  
SINGAPORE

KAWASAKI KISEN KAISHA, LTD.  
IINO BLDG., UCHISAIWAICHO 2-1-1  
TOKYO, CHIYODA-KU 100-0011  
JAPAN

KAWASAKI KISEN KAISHA, LTD.  
IINO BLDG., UCHISAIWAICHO 2-1-1  
GLYFADAS 16675  
GREECE

KC MARITIME LTD  
SOUTH CHINA BLDG, 15TH FLR  
1 WYNDHAM ST, CENTRAL  
HONG KONG  
HONG KONG

KUMIAI NAVIGATION (PTE) LTD  
1 RAFFLES PLACE #27-62  
SINGAPORE 48616  
SINGAPORE

L PAPAPHILIPPOU & CO LLC  
17 IFIGENIAS STREET  
NICOSIA, 2080  
CYPRUS

LBH AUSTRALIA

LBH AUSTRALIA PTY LTD  
STE 403, ST THOMAS HOUSE, 781 PACIFIC  
HIGHWAY, CHATSWOOD NSW 2076, P.O. BOX  
5550, WEST CHATSWOOD NSW 1515 SYDNEY  
AUSTRALIA

LBH BRASIL  
AV NOSSA SENHORA DOS NAVEGANTES 755 - 9  
ANDAR - CJ. 906, ED PAL CIO DA PRAIA -  
ENSEADA DO SU VITORIA CEP: 29050 335  
BRAZIL

LBH BRASIL (RIO DE JANEIRO)  
RUA REVERENDO OT VIO LUIZ VIEIRA, 131,  
PAVIMENTO SUPERIOR, CENTRO,  
RIO DE JANEIRO 23815 150  
BRAZIL

LEONG SUET WAH  
20 ANG MO KIO INDUSTRAIL PARK 2A#02-21  
ANG MO KIO TECHLINK  
SINGAPORE 567761  
SINGAPORE

LITINSPEKTUS  
H. MANTO G. 22,  
KLAIPEDA, 92131  
LITHUANIA

LIZ CLARK  
21 WHITEFRIARS ST  
GREATER LONDON EC4Y 8JJ  
UNITED KINGDOM

LUCCHINI SPA

LUCCHINI SPA IN ADMINISTRATION  
SEDE LEGALE, 20122 MILANO VIA M. BAROZZI  
N.2, SEDE AMMIN 57025 PIOMBINO (LI)  
LARGO CADUTI SUL LAVORO N. 21 HONG KONG  
HONG KONG

LUIGI CAFIERO

M HOTEL SINGAPORE  
81 ANSON ROAD LEVEL 8 OFFICE STES  
SINGAPORE 079908  
SINGAPORE

M/S MERCATOR LINES (SINGAPORE) PTE LTD  
8 TEMASEK BLVD  
#07-02 TOWER THREE, SUNTEC CITY  
SINGAPORE 38988  
SINGAPORE

MAERSK BROKER (UK) LTD  
NEW LOOM HOUSE, STE 1.03  
101 BACK CHURCH LANE  
LONDON E1 1LI  
UNITED KINGDOM

MARDINIK SHIPPING CO. LTD  
C/O SEALESTIAL NAVIGATION CO  
3, XANTHOU STR., GLYFADA  
ATHENS 166 74  
GREECE

MARINCOM INTERNATIONAL SYSTEMS LTD  
200 ELGIN STREET 1102  
OTTAWA, ONTARIO K2P 1L5  
CANADA

MATTHEW RUDGE

MAVEGA UK LTD  
33 ST. JAME'S STREET  
LONDON SW1A 1HD  
UNITED KINGDOM

MEDMAR BWI

MINMETALS LOGISTICS GROUP CO., LTD  
RM 415, BLD.B, MINMETALS PLAZA  
5# SANLIHE RD, HAIDIAN DISTRICT  
BEIJING 100044  
P.R. CHINA

MIXOS - MIELE SERVIZI MARITTIMI S.R.L.  
P.LE PREMUDA 2A / 2N PIOMBINO 57025  
ITALY

MONSON AGENCIES AUSTRALIA PTY LTD  
SUITE 1, 1 HIGH STREET, (PO BOX 1558)  
FREEMANTLE 6160  
AUSTRALIA

MONSON AGENCIES PTE LTD  
1 FIFTH AVE, GUTHRIE HOUSE #03-14  
SINGAPORE 268802  
SINGAPORE

MOORE STEPHENS (LIMASSOL) LTD  
ARIEL CORNER, 1ST FLR, OFFICE 101  
196 ARCH, MAKARIOS AVE  
LIMASSOL CY-3316  
CYPRUS

MOORE STEPHENS LLP  
150 ALDERSGATE STREET  
LONDON EC1A 4AB  
UNITED KINGDOM

MOORE STEPHENS LLP  
10 ANSON RD #29-15 INTERNATIONAL PLAZA  
SINGAPORE 079903  
SINGAPORE

MOORE STEPHENS SA TOTAL

MTA SERVICE LTD  
2/66H KHANTADZE STR. ILYCHESK 68001  
UKRAINE

MUR SHIPPING BV  
WORLD TRADE CTR AMSTERDAM  
TOWER H, ZUIDPLEIN 164  
AMSTERDAM 1077 XV  
NETHERLANDS

MUR SHIPPING BV  
WORLD TRADE CTR AMSTERDAM  
TOWER H, ZUIDPLEIN 164 HELLERUP DK-2900  
DENMARK

MYKONOS SHIPPING CO LTD  
VASILEOS GEORGIOU V? 71 GLYFADA,  
GLYFADAS, ATTIKIS 16675  
GREECE

MYKONOS SHIPPING CO LTD  
VASILEOS GEORGIOU V 71 GLYFADA  
TORONTO M2N 6Y8  
CANADA

N.J. GOULANDRIS MARITIME INC.  
C/O SURF NAVIGATION LTD  
80 BROAD STREET  
MONROVIA  
LIBERIA

N.J. GOULANDRIS MARITIME INC.  
FRAGOKLISSIAS 9  
MAROUSSI 151 25  
GREECE

NAVIOS SHIPMANAGEMENT INC  
85 AKTI MIAOULI STREET  
PIRAEUS 18538  
GREECE

NEW YORK STATE DEPT OF TAXATION  
BANKRUPTCY SECTION  
PO BOX 5300  
ALBANY, NEW YORK 12205-0300

NOBLE CHARTERING LTD  
MASS MUTUAL TOWER, 38 GLOUCESTER ROAD,  
WANCHAI HONG KONG  
HONG KONG

NOBLE CHARTERING S.A.  
C/O NOBLE GROUP LTD, 18TH FLR  
MASS MUTUAL TOWER, 38 GLOUCESTER RD  
HONG KONG  
HONG KONG

NORDEND/S NORDEN AS  
STRANDVEJAN 52  
HELLERUP DK-2900  
DENMARK

NORVIC SHIPPING NORTH AMERICA INC  
SSQ PLACE, 110 SHEPPARD AVENUE EAST,  
SUITE #309, PO BOX 6, HONG KONG  
HONG KONG

OCEAN FREIGHTS LTD  
4-6 EFPLIAS STREET  
PIRAEUS  
GREECE

OCEANUS LACHMANN  
RUA GENERAL BOXAIUVA 880 -  
2 ANDAR ITAGUAI 23815-310  
BRAZIL

OFFICE OF THE COMPTROLLER  
NEW YORK CITY OFFICE  
59 MAIDEN LANE  
NEW YORK, NEW YORK 10038

OFFICE OF THE U.S. TRUSTEE  
33 WHITEHALL ST., 21ST FLR.  
NEW YORK, NEW YORK 10004

OREGON PRIME MARKETING INT'L PTE LTD  
10 UBI CRES, SINGAPORE 408564  
SINGAPORE

ORION HOLDING LTD  
BLOCK B4-137, DAFZA PO BOX 54538 DUBAI  
UNITED ARAB EMIRATES

OVERSEA-CHINESE BANKING CORP LTD  
65 CHULIA ST, OCBC CENTRE  
49513  
SINGAPORE

OW SUPPLY & TRADING  
STIGSBORGVEJ 60, PO BOX 215  
NORRESUNDBY DK9400  
DENMARK

PACIFIC BULK CAPE CO LTD  
SHUN TAK CENTRE, SHEUNG WAN  
SINGAPORE 169074  
SINGAPORE

PACIFIC BULK CAPE CO LTD  
SHUN TAK CENTRE, SHEUNG WAN  
HONG KONG

PACIFIC BULK CAPE COMPANY LTD  
SHUN TAK CTR, SHEUNG WAN  
HONG KONG  
HONG KONG

PACNAV SA PANAMA, C/O PACNAV DE MEXICO  
RIO MAYO # 1477, COL. VISTA HERMOSA  
CUERNAVACA BEIJING 100024  
P.R.CHINA

PACNAV SA PANAMA, C/O PACNAV DE MEXICO,  
RIO MAYO # 1477  
COL. VISTA HERMOSA, CUERNAVACA  
MORELOS CP 62290  
MEXICO

PANAYIOTIS C. KONTOS  
SPEFSIPPOU 35, 106 76 ATHENS  
GREECE

PAUL BARBOUR  
21 WHITEFRIARS ST  
GREATER LONDON EC4Y 8JJ  
UNITED KINGDOM

PEGASUS SHIPPING PTE LTD  
2 BEACH RD.  
SINGAPORE 199589  
SINGAPORE

PEOPLE & PEOPLE INSPECTIONS CO., LTD  
STE 701, JEIL OFFICE BLDG #99-3  
GARAK-DONG, SONGPA-GU  
SEOUL  
KOREA

PERCY THAN AB  
P.O. BOX 16  
OXELOSUND SE-613 21  
SWEDEN

PETROLEO BRASILEIRO S.A. PETROBRAS  
AV. REPUBLICA DO CHILE, 65  
RIO DE JANEIRO 20031-170  
BRASIL

PHILIPPOS PHILIPPOU  
1 COSTAKIS PANTELIDES, KOLOKASIDES  
1010 NICOSIA  
CYPRUS

PIRAEUS SHIPPING & TRADING CORP  
80 BROAD STREET  
MONROVIA  
LIBERIA

PRESENT SHIPPING CO SA  
C/O RAINBOW SHIP MGMG SA  
274, D. GOUNARI & PRIGKIPOS PETROU ST  
GLYFADA, ATHENS 166 74  
GREECE

PRIMINDS SHIPPING (HK) CO. LTD  
RM. 1905/07, 19F EMPEROR GROUP CENTRE,  
288 HENNESSY ROAD, WANCHAI  
HOUSTON, TEXAS 77041-0000

PRINCIPLE ONE PTE LTD  
1 GEORGE STREET #1401A  
SINGAPORE 049145  
SINGAPORE

RAFFLES SHIPPING GROUP  
315 OUTRAM RD  
#09-05 TAM BOON LIAT BLDG  
SINGAPORE V6C 2G8  
SINGAPORE

RAFFLES SHIPPING GROUP  
315 OUTRAM RD, #09-05 TAM BOON LIAT BLDG  
HAMILTON HM11  
BERMUDA

RAFFLES SHIPPING GROUP  
315 OUTRAM RD, #09-05 TAM BOON LIAT BLDG  
SINGAPORE 169074  
SINGAPORE

RAINBOW SHIPMANAGEMENT S.A.  
274, D. GOUNARI & PRIGKIPOS PETROU ST  
GLYFADA ATHENS 166 74  
GREECE

RENNIES SHIPS AGENCY (PTY) LTD  
MILLWEED HOUSE, 196-173 MAYDON ROAD,  
MAYDON WHARF DURBAN 40001  
SOUTH AFRICA

ROCK FIN MINERALS INC  
10142 CHICKASAW LN  
HOUSTON, TEXAS 77041

ROCK FIN MINERALS INC  
10142 CHICKASAW LN HELLERUP DK-2900  
DENMARK

SCHENKER ITALIANS S.P.A  
VIA F LLI BANDIERA 29  
I 20068 PESCHIERA BORROMEO MI  
ITALY

SCHIFFAFTSGESELLSCHAFT MS "EMS" MBH & C  
ASTRATURM, ZIRKUSWEG 2 HAMBURG 20359  
IMPERIAL WHARF LONDON SW6 2UB  
GERMANY

SEA CORPORATION PTY LTD  
SCOTTISH HOUSE, 10 PHILLIMORE ST  
FREEMANTLE  
WESTERN AUSTRALIA 6160  
AUSTRALIA

SEA CORPORATION PTY LTD  
SUITE 2209, 22ND FLOOR,  
BANK OF SHANGHAI TOWER, 168 YINCHENG RD  
PUDONG SHANGHAI 200120  
CHINA

SEABULK TOWING INC  
2200 ELLER DRIVE, P.O. BOX 13038  
FORT LAUDERDALE, FLORIDA 33316-0000

SECURITIES AND EXCHANGE COMMISSION  
NEW YORK REGIONAL OFFICE  
7 WORLD TRADE CTR. 13TH FLR  
NEW YORK, NEW YORK 10048

SIMPSON SPENCE YOUNG  
LLOYDS CHAMBERS, 1 PORTSOKEN ST  
LONDON E18PH  
UNITED KINGDOM

SINGTEL  
31 EXETER RD #01-00 COMCENTRE  
SINGAPORE 239732  
SINGAPORE

SOCIETE TUNISIENNE DE TRANSIT D'AGENCES  
AVENUE HEDI CHAKER ESC. B SFAX 3000  
TUNISIA

SOUTHPORT AGENCIE INC  
2700 LAKEVILLA DR. STE. 180  
METAIRIE, LOUISIANA 70002

SSY FUTURES LTD  
LLOYDS CHAMBERS, 1 PORTSOKEN STREET  
ROTTERDAM 3012 AG  
NETHERLANDS

SSY FUTURES LTD  
LLOYDS CHAMBERS, 1 PORTSOKEN STREET  
LONDON E18PH  
UNITED KINGDOM

STEVE RODLEY  
21 WHITEFRIARS ST  
GREATER LONDON EC4Y 8JJ  
UNITED KINGDOM

STUART RAE  
21 WHITEFRIARS ST  
GREATER LONDON EC4Y 8JJ  
UNITED KINGDOM

SULNORTE SERVICOS MARITIMOS LTDA  
RUA ANTONIO FRANCISCO VIANNA  
58, ILHA DA MADEIRA  
ITAGUI 23821280  
BRAZIL

SWISS MARINE CORP LTD  
JARDIN HOUSE 4TH FLR  
33-35 REID ST., P.O. BOX HM 1431  
HAMILTON HM11  
BERMUDA

SWISSMARINE CORPORATION LTD  
JARDINE HOUSE, 4TH FLOOR,  
33-35 REID STREET, PO BOX HM 1431  
HAMILTON HM11  
BERMUDA

SWISSMARINE CORPORATION LTD  
JARDINE HOUSE, 4TH FLOOR,  
33-35 REID STREET, PO BOX HM 1431  
SINGAPORE 049315  
SINGAPORE

THE CHARTERERS P&I CLUBE  
65 LEADENHALL STREET  
LONDON EC3A 2AD  
UNITED KINGDOM

THURLESTONE SHIPPING (SINGAPORE) PTE LTD  
15-97 THE CENTRAL  
8 EU TONG SEN ST  
SINGAPORE 059818  
SINGAPORE

TIM HARTLAND  
21 WHITEFRIARS ST  
GREATER LONDON EC4Y 8JJ  
UNITED KINGDOM

TITAN OCEAN BULK LOGISTICS LTD BVI  
FLAT 1303, 13F TOP GLORY TOWER,  
262 GLOUCESTER RD, CAUSEWAYBAY ROTTERDAM  
3016 DR  
NETHERLANDS

TOM OLIPHANT  
21 WHITEFRIARS ST  
GREATER LONDON EC4Y 8JJ  
UNITED KINGDOM

TORM A/S  
TUBORG HAVNEVEJ 18  
HELLERUP DK-2900  
DENMARK

TORM A/S  
TUBORG HAVNEVEJ 18 LUXEMBOURG 1219  
LUXEMBOURG

TOSHIBA DATA DYNAMICS PTE LTD  
10 KALLANG SECTOR DATA DYNAMICS BLDG  
SINGAPORE 349280  
SINGAPORE

TOTAL MARINE LOGISTICS INC  
STE 680 MARINE BLDG  
355 BURRARD STREET  
VANCOUVER, BC V6C 2G8  
CANADA

TRAFIGURA MARITIME LOGISTICS PTE LTD  
10 COLLYER QUAY OCEAN FINANCIAL CENTRE  
GENEVA 4 1211  
SWITZERLAND

TRANSGRAIN/NIDERA BV  
WILLEMSPLEIN 492  
ROTTERDAM, 3016 DR  
NETHERLANDS

TRANSGRAIN/NIDERA BV  
WILLEMSPLEIN 492 GENEVA 2  
SWITZERLAND

UNITED BULK CARRIERS INTERNATIONAL SA  
17 RUE BEAUMONT, 1219 LUXEMBOURG  
LUXEMBOURG

UNITED STATES TRUSTEE  
OFFICE OF THE UNITED STATES TRUSTEE  
U.S. FEDERAL OFFICE BLDG.  
201 VARICK ST., RM 1006  
NEW YORK, NEW YORK 10014

UNITY SHIPPING PANAMA CORPORATION  
19TH FLOOR, BANCO GENERA; TOWER,  
AQUILINO DE LE GUARDIA STREET,  
MAEBELLA PANAMA CITY  
PANAMA

VENUS MARITIME SA  
53 ST, URBANIZATION OBARRIO  
SWISS TOWER 16TH FLR  
PANAMA CITY  
PANAMA

VIEWQWEST  
200 BUKIT TIMAH ROAD SINGAPORE 229862  
SINGAPORE

VITOL SA  
BOULEVARD DU PONT D'ARVE 28  
GENEVA 4 1211  
SWITZERLAND

VITOL SA  
BOULEVARD DU PONT D'ARVE 28,  
1205 GENEVE  
SWITZERLAND

WATERFRONT SHIPPING & TRADING LTD  
UNIVERAL HOUSE, 88-94 WENTWORTH ST  
LONDON E1 7SA  
UNITED KINGDOM

WEATHERNEWS INC  
2ND FL., 1 QUALITY CT, CHANCERY LN  
LONDON WC2A 1HR  
UNITED KINGDOM

WEATHERNEWS UK LTD  
2ND FL., 1 QUALITY COURT, CHANCERY LN  
LONDON WC2A 1HR  
UNITED KINGDOM

WILHELMSEN MARITIME SERVICES PVT LTD  
MERCHANT CHAMBERS, 7TH FLOOR, 41,  
SIR V THAKERSEY MARG, CHURCHGATE,  
MUMBAI 400020  
INDIA

WILHELMSEN SHIPS SERVICE (GIBRALTAR) LTD  
SUITE 3/2, WATERPORT PLACE  
GIBRALTAR  
SPAIN

WILHELMSEN SHIPS SERVICE (GIBRALTAR) LTD  
SUITE 3/2, WATERPORT PLACE  
AQUILINO DE LE GUARDIA STREET  
GIBRALTAR

WILHELMSEN SHIPS SERVICE LTD  
3A NEWTONS CT, CROSSWAYS  
DRATFORD KENT DA2 6QL  
UNITED KINGDOM

WILHELMSEN SHIPS SERVICE PTY LTD  
LEVEL 1, 69 SYDNEY ST, POST OFFICE SQ  
MACKAY QUEENSLAND 4740  
AUSTRALIA

WILHELMSEN SHIPS SERVICE SPAIN, S.A.U.  
PUERTO DE BARCELONA P.T.P. DELTA 1  
PUERTO DE MIAMI, 4 M1M5  
BARCELONA 8039  
SPAIN

WILHELMSEN SHIPS SERVICE SPAIN, S.A.U.  
PUERTO DE BARCELONA P.T.P. DELTA 1  
PUERTO DE MIAMI  
4 M1M5 BARCELONA 8039  
SPAIN

WILHELMSEN SHIPS SERVICE SPAIN, S.A.U.  
POL. IND. CORTIJO REAL,  
C/ CAPRICHOS, 5 ALGECIRAS ES-11206  
SPAIN

WILLIAM COOK  
21 WHITEFRIARS ST  
GREATER LONDON EC4Y 8JJ  
UNITED KINGDOM

WINDROSE SPS SHIPPING & TRADING SA  
CHEMIN DE LACOLET 14, THONEX  
SWITZERLAND

WORLD FUEL SERVICES  
9800 NW 41ST ST.  
MIAMI, FLORIDA 33178

**United States Bankruptcy Court  
Southern District of New York**

In re Global Maritime Investments Holdings Cyprus Limited \_\_\_\_\_  
Debtor(s) \_\_\_\_\_ Case No. \_\_\_\_\_  
Chapter 11 \_\_\_\_\_

**CORPORATE OWNERSHIP STATEMENT (RULE 7007.1)**

Pursuant to Federal Rule of Bankruptcy Procedure 7007.1 and to enable the Judges to evaluate possible disqualification or recusal, the undersigned counsel for Global Maritime Investments Holdings Cyprus Limited in the above captioned action, certifies that the following is a (are) corporation(s), other than the debtor or a governmental unit, that directly or indirectly own(s) 10% or more of any class of the corporation's(s') equity interests, or states that there are no entities to report under FRBP 7007.1:

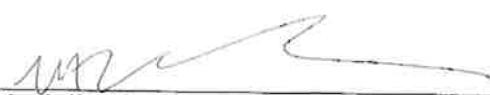
**Activity SA  
PANAMA**

Francolin Limited  
Ugland House  
Grand Cayman KY1-1104  
CAYMAN ISLANDS

GMI Ventures LLP  
UNITED KINGDOM

None [*Check if applicable*]

September 15, 2015  
Date

  
\_\_\_\_\_  
Justin Knowles  
Global Maritime Investments Holdings Cyprus Limited

United States Bankruptcy Court  
Southern District of New York

In re Global Maritime Investments Holdings Cyprus Limited Case No.  
Debtor(s) Chapter 11

**DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)**

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept .....	\$ <u>158,268.50</u>
Prior to the filing of this statement I have received .....	\$ <u>159,950.00</u>
Balance Due .....	\$ <u>1,681.50<sup>1</sup></u>

2. The source of the compensation paid to me was:

Debtor  Other (specify):

3. The source of compensation to be paid to me is:

Debtor  Other (specify):

4.  I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

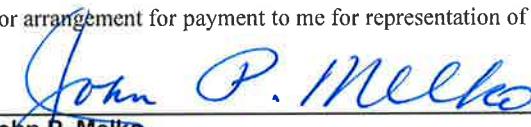
5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- [Other provisions as needed]

**CERTIFICATION**

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: September 15, 2015

  
John P. Melko  
GARDERE WYNNE SEWELL LLP  
1800 Louisiana, Suite 3400  
Houston, TX 77002-5011  
713-276-5500 Fax: 713-276-5555

<sup>1</sup> Retainer held in escrow in which each debtor listed on Rider 1 to the Voluntary Petition holds an undivided interest.

B4 (Official Form 4) (12/07)

United States Bankruptcy Court  
Southern District of New York

In re Global Maritime Investments Holdings Cyprus Limited  
Debtor(s)

Case No.  
Chapter 11

**LIST OF CREDITORS HOLDING 50 LARGEST UNSECURED CLAIMS**

Following is the list of the debtor's creditors holding the 50 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 50 largest unsecured claims. If a minor child is one of the creditors holding the 50 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
Draco Shipping PTE Ltd 80 Robinson Rd #02-00 Singapore 068898 SINGAPORE	Draco Shipping PTE Ltd 80 Robinson Rd #02-00 Singapore 068898 SINGAPORE	Contractual		2,600,000.00
Pegasus Shipping PTE Ltd 2 Beach Rd. Singapore 199589 SINGAPORE	Pegasus Shipping PTE Ltd 2 Beach Rd. Singapore 199589 SINGAPORE	Contractual		2,600,000.00
ADM Investor Services Limited 4th Flr Millennium Bridge House 2 Lambeth Hill London EC4V 3TT UNITED KINGDOM	ADM Investor Services Limited 4th Flr Millennium Bridge Hous 2 Lambeth Hill London EC4V 3TT UNITED KINGDOM	Trade Debt		1,890,349.57
OW Supply & Trading Stigsborgvej 60, PO Box 215 Norresundby,DK9400 DENMARK	OW Supply & Trading Stigsborgvej 60, PO Box 215 Norresundby,DK9400 DENMARK	Trade Debt		1,620,745.81
Dynamic Oil Trading (S) Pte Ltd 600 North Bridge Rd #11-09/10 Parkview Sq Singapore 188778 SINGAPORE	Dynamic Oil Trading (S) Pte Ltd 600 North Bridge Rd #11-09/10 Parkview Sq SINGAPORE	Trade Debt		663,120.84
EDF Trading 80 Victoria St. Cardinal Place, 3rd Flr London, SW1E 5JL UNITED KINGDOM	EDF Trading 80 Victoria St. Cardinal Place, 3rd Flr UNITED KINGDOM	Trade Debt		464,887.50

B4 (Official Form 4) (12/07) - Cont.

In re **Global Maritime Investments Holdings Cyprus Limited**

Case No.

Debtor(s)

**LIST OF CREDITORS HOLDING 50 LARGEST UNSECURED CLAIMS**

(Continuation Sheet)

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
Southport Agencie Inc 2700 LakeVilla Dr. Ste. 180 Metairie, LOUISIANA 70002	Southport Agencie Inc 2700 LakeVilla Dr. Ste. 180 Metairie, LOUISIANA 70002	Trade Debt		357,798.75
Calisto Trading Inc Trust Co Complex, Ajeltake Rd Ajeltake Island Majuro, MH96960 MARSHALL ISLANDS	Calisto Trading Inc Trust Co Complex, Ajeltake Rd Ajeltake Island MARSHALL ISLANDS	Trade Debt		341,891.84
Chimbusco Europe BV Weena 280 Weena 200 Bldg 8th Flr Rotterdam, 3012 NETHERLANDS	Chimbusco Europe BV Weena 280 Weena 200 Bldg 8th Flr NETHERLANDS	Trade Debt		330,201.00
Jia Foison Shipping Co., Ltd 7 Flr, EIB Centre 40 Bonham Strand Hong Kong HONG KONG	Jia Foison Shipping Co., Ltd 7 Flr, EIB Centre 40 Bonham Strand HONG KONG	Trade Debt		264,175.00
Gard P&I (Bermuda) Ltd PO Box 789 Stoa Arendal,NO-4809 NORWAY	Gard P&I (Bermuda) Ltd PO Box 789 Stoa Arendal,NO-4809 NORWAY	Trade Debt		258,447.45
Mardinik Shipping Co. Ltd C/O Sealestial Navigation Co 3, Xanthou Str., Glyfada Athens 166 74 GREECE	Mardinik Shipping Co. Ltd C/O Sealestial Navigation Co 3, Xanthou Str., Glyfada GREECE	Trade Debt		217,528.40
Kumiai Navigation (Pte) Ltd 1 Raffles Place #27-62 Singapore 48616 SINGAPORE	Kumiai Navigation (Pte) Ltd 1 Raffles Place #27-62 Singapore 48616 SINGAPORE	Trade Debt		213,728.37
Ifchor SA Place Pipanet 1 Laussane,CH-1003 SWITZERLAND	Ifchor SA Place Pipanet 1 Laussane,CH-1003 SWITZERLAND	Trade Debt		193,586.72

B4 (Official Form 4) (12/07) - Cont.

In re **Global Maritime Investments Holdings Cyprus Limited**

Case No.

Debtor(s)

**LIST OF CREDITORS HOLDING 50 LARGEST UNSECURED CLAIMS**

(Continuation Sheet)

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
D/S Norden AS Strandvejan 52 Hellerup, DK-2900 DENMARK	D/S Norden AS Strandvejan 52 Hellerup, DK-2900 DENMARK	Trade Debt		190,956.38
Arrow Chartering UK Ltd Octavia House, 1 The Blvd Imperial Wharf London, SW6 2UB UNITED KINGDOM	Arrow Chartering UK Ltd Octavia House, 1 The Blvd Imperial Wharf UNITED KINGDOM	Trade Debt		159,809.88
Southport Agencie Inc 2700 LakeVilla Dr. Ste. 180 Metairie, LOUISIANA 70002	Southport Agencie Inc 2700 LakeVilla Dr. Ste. 180 Metairie, LOUISIANA 70002	Trade Debt		139,429.26
Gains Inc Banco Aliado Bldg, Ricardo Arias St Panama REPUBLIC OF PANAMA	Gains Inc Banco Aliado Bldg, Ricardo Arias St Panama REPUBLIC OF PANAMA	Trade Debt		137,487.36
Jia Da Shipping Co., Ltd 7 Flr, EIB Centre 40 Bonham Strand Hong Kong, Hong Kong	Jia Da Shipping Co., Ltd 7 Flr, EIB Centre 40 Bonham Strand Hong Kong, Hong Kong	Trade Debt		134,827.23
Cosco Bulk Carriers Co., Ltd Tianjin Ocean Shipping Mansion No. 1 Ocean Plaza, Hebei District Tianjin, 300010 P.R. China	Cosco Bulk Carriers Co., Ltd Tianjin Ocean Shipping Mansion No. 1 Ocean Plaza, Hebei District Tianjin, 300010 P.R. China	Trade Debt		129,106.58
Aegean Breeze Shipping Ltd 913 Gulf Breeze Pkwy #20, Gulf Breeze, FL 32561	Aegean Breeze Shipping Ltd 913 Gulf Breeze Pkwy #20 Gulf Breeze, FL 32561	Trade Debt		94,697.40

B4 (Official Form 4) (12/07) - Cont.

In re **Global Maritime Investments Holdings Cyprus Limited**

Case No.

Debtor(s)

**LIST OF CREDITORS HOLDING 50 LARGEST UNSECURED CLAIMS**

(Continuation Sheet)

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
Thurlestone Shipping (Singapore) Pte Ltd 15-97 The Central 8 Eu Tong Sen St. Singapore 059818 Singapore	Thurlestone Shipping (Singapore) Pte Ltd 15-97 The Central 8 Eu Tong Sen St. Singapore 059818 Singapore	Trade Debt		93,598.32
F.H. Bertling Chartering & Ship Management 1 Magazine Rd #03-03 Singapore 59567 Singapore	F.H. Bertling Chartering & Ship Management 1 Magazine Rd #03-03 Singapore 59567 Singapore	Trade Debt		87,547.40
Agencia Maritime Nabsa S.A. Av. Paseo Colon 728, 4 <sup>th</sup> Floor C1063ACU Buenos Aires Argentina	Agencia Maritime Nabsa S.A. Av. Paseo Colon 728, 4 <sup>th</sup> Floor C1063ACU Buenos Aires Argentina	Trade Debt		86,524.23
M/S Mercator Lines (Singapore) PTE Ltd 8 Temasek Blvd #07-02 Tower Three, Suntec City Singapore 38988 Singapore	M/S Mercator Lines (Singapore) PTE Ltd 8 Temasek Blvd #07-02 Tower Three, Suntec City Singapore 38988 Singapore	Trade Debt		74,020.17
MUR Shipping BV World Trade Ctr Amsterdam Tower H, Zuidplein 164 Amsterdam 1077 XV Netherlands	MUR Shipping BV World Trade Ctr Amsterdam Tower H, Zuidplein 164 Amsterdam 1077 XV Netherlands	Trade Debt		70,671.58
Pacific Bulk Cape Company Ltd Shun Tak Ctr, Sheung Wan Hong Kong, Hong Kong	Pacific Bulk Cape Company Ltd Shun Tak Ctr, Sheung Wan Hong Kong, Hong Kong	Trade Debt		66,587.30

B4 (Official Form 4) (12/07) - Cont.

In re **Global Maritime Investments Holdings Cyprus Limited**

Case No.

Debtor(s)

**LIST OF CREDITORS HOLDING 50 LARGEST UNSECURED CLAIMS**

(Continuation Sheet)

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
Kawasaki Kisen Kaisha, Ltd. 1ino Blvd., Uchisaiwaicho 2-1-1 Tokyo, Chiyoda-Ku 100- 0011 Japan	Kawasaki Kisen Kaisha, Ltd. 1ino Blvd., Uchisaiwaicho 2-1-1 Tokyo, Chiyoda-Ku 100-0011 Japan	Trade Debt		62,373.33
Moore Stephens LLP 150 Aldersgate Street London EC1A 4AB United Kingdom	Moore Stephens LLP 150 Aldersgate Street London EC1A 4AB United Kingdom	Trade Debt		54,429.65
Bunge S.A. 13 Route de Florissant Geneva 12, 1211 Switzerland	Bunge S.A. 13 Route de Florissant Geneva 12, 1211 Switzerland	Trade Debt		52,145.46
Norvic Shipping North America Inc SSQ Place, 110 Sheppard Avenue East, Suite #309 PO Box 6 Hong Kong, Hong Kong	Norvic Shipping North America Inc SSQ Place, 110 Sheppard Avenue East, Suite #309 PO Box 6 Hong Kong, Hong Kong	Trade Debt		47,600.00
Waterfront Shipping & Trading Ltd Universal House, 88-94 Wentworth St London E1 7SA United Kingdom	Waterfront Shipping & Trading Ltd Universal House, 88-94 Wentworth St London E1 7SA United Kingdom	Trade Debt		47,411.19
Pacnav SA Panama, C/o Pacnav de Mexico, S.A. de C.V. Rio Mayo # 1477 Col. Vista Hermosa, Cuervanaca, Morelos CP 62290 Mexico	Pacnav SA Panama, C/o Pacnav de Mexico, S.A. de C.V. Rio Mayo # 1477 Col. Vista Hermosa, Cuervanaca, Morelos CP 62290 Mexico	Trade Debt		41,362.09

B4 (Official Form 4) (12/07) - Cont.

In re **Global Maritime Investments Holdings Cyprus Limited**

Case No.

Debtor(s)

**LIST OF CREDITORS HOLDING 50 LARGEST UNSECURED CLAIMS**

(Continuation Sheet)

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
Hong Kong Grace Shipping Co., Ltd. C/O Speedlink Transport Ltd, 30A Tower 10, Sputh Horizons Hong Kong, Hong Kong	Hong Kong Grace Shipping Co., Ltd. C/O Speedlink Transport Ltd, 30A Tower 10, Sputh Horizons Hong Kong, Hong Kong	Trade Debt		40,951.12
E.A. Gibson Shipbrokers Ltd Audrey House, 1-20 Ely Place London, EC1P 1HP United Kingdom	E.A. Gibson Shipbrokers Ltd Audrey House, 1-20 Ely Place London, EC1P 1HP United Kingdom	Trade Debt		40,724.16
Monson Agencies Pte Ltd 1 Fifth Ave Guthrie House #03-14 Singapore 268802 Singapore	Monson Agencies Pte Ltd 1 Fifth Ave Guthrie House #03-14 Singapore 268802 Singapore	Trade Debt		40,521.98
Bancosta (UK) Ltd 78 Cornhill London, EC3V 3QQ United Kingdom	Bancosta (UK) Ltd 78 Cornhill London, EC3V 3QQ United Kingdom	Trade Debt		37,282.45
Sulnorte Servicos Maritimos Ltda Rua Antonio Francisco Vianna 58, Ilha da Madeira Itagui 23821280 Brazil	Sulnorte Servicos Maritimos Ltda Rua Antonio Francisco Vianna 58, Ilha da Madeira Itagui 23821280 Brazil	Trade Debt		31,527.00
Simpson Sence Young Lloyds Chambers, 1 Portsoken St. London E18PH United Kingdom	Simpson Sence Young Lloyds Chambers, 1 Portsoken St. London E18PH United Kingdom	Trade Debt		24,180.85
China Shipping (HK) Marine Inc 32/FI., China Merchants Tower Shun Tak Ctr 168-200 Connaught Rd C. Hong Kong	China Shipping (HK) Marine Inc 32/FI., China Merchants Tower Shun Tak Ctr 168-200 Connaught Rd C. Hong Kong	Trade Debt		21,585.22

B4 (Official Form 4) (12/07) - Cont.

In re **Global Maritime Investments Holdings Cyprus Limited**

Case No.

Debtor(s)

**LIST OF CREDITORS HOLDING 50 LARGEST UNSECURED CLAIMS**

(Continuation Sheet)

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
Bay-Houston Towing Co 2243 Milford PO Box 3006 Houston, TX 77253-3006	Bay-Houston Towing Co 2243 Milford PO Box 3006 Houston, TX 77253-3006	Trade Debt		20,607.49
ICAP Shipping Ltd Dry Cargo Chartering 2 Broadgate London, EC2M 7UR United Kingdom	ICAP Shipping Ltd Dry Cargo Chartering 2 Broadgate London, EC2M 7UR United Kingdom	Trade Debt		20,498.89
Freight Investor Services Ltd 80 Cannon St. London, EC4N 6HL United Kingdom	Freight Investor Services Ltd 80 Cannon St. London, EC4N 6HL United Kingdom	Trade Debt		13,952.52
D. Oltman (Hamburg) Dienerreihe 2 Hamburg, 20457 Germany	D. Oltman (Hamburg) Dienerreihe 2 Hamburg, 20457 Germany	Trade Debt		13,079.58
ADM Intermara a division of ADM Interntl A One Business Center La Piece 3, Hong Kong Hong Kong	ADM Intermara a division on ADM Interntl A One Business Center La Piece 3, Hong Kong Hong Kong	Trade Debt		11,753.07
Bernhard von Blomberg Bellevue 6 Hamburg, 22301 Germany	Bernhard von Blomberg Bellevue 6 Hamburg, 22301 Germany	Trade Debt		11,357.23
Maersk Broker (UK) Ltd New Loom House, Ste 1.03 101 Back Church Lane London E1 1L1 United Kingdom	Maersk Broker (UK) Ltd New Loom House, Ste 1.03 101 Back Church Lane London E1 1L1 United Kingdom	Trade Debt		10,864.58
LBH Australia Pty Ltd Ste 403, St Thomas House 781 Pacific Highway Chatswood NSW 2076 P.O. Box 5550 West Chatswood NSW 1515 Sydney, Australia	LBH Australia Pty Ltd Ste 403, St Thomas House 781 Pacific Highway Chatswood NSW 2076 P.O. Box 5550 West Chatswood NSW 1515 Sydney, Australia	Trade Debt		10,058.13

B4 (Official Form 4) (12/07) - Cont.

In re **Global Maritime Investments Holdings Cyprus Limited**

Case No.

Debtor(s)

**LIST OF CREDITORS HOLDING 50 LARGEST UNSECURED CLAIMS**

(Continuation Sheet)

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
Moore Stephens (Limassol) Ltd. Ariel Corner, 1 <sup>st</sup> Flr., Office 101 196 Arch, Makarios Ave. Limassol CY-3316 CYRPUS	Moore Stephens (Limassol) Ltd. Ariel Corner, 1 <sup>st</sup> Flr., Office 101 196 Arch, Makarios Ave. Limassol CY-3316 CYRPUS	Trade Debt		\$9,165.23
Raffles Shipping Group 315 Outram Rd. #09-05 Tam Boon Liat Bldg. Singapore V6C 2G8 SINGAPORE	Raffles Shipping Group 315 Outram Rd. #09-05 Tam Boon Liat Bldg. Singapore V6C 2G8 SINGAPORE	Trade Debt		\$8,477.36

**DECLARATION UNDER PENALTY OF PERJURY  
ON BEHALF OF A CORPORATION OR PARTNERSHIP**

I, the Chief Financial Officer of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing list and that it is true and correct to the best of my information and belief.

Date September 15, 2015

Signature

  
Justin Knowles  
Chief Restructuring Officer

*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
18 U.S.C. §§ 152 and 3571.